

The Gazette of India



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No. 38]

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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 12th September 1962 —

Issue No.	No. and Date	Issued by	Subject
292	S.O. 2814/15/IDRA/3/62, dated 6th September 1962.	Ministry of Commerce & Industry	The Government hereby appoints the body of persons for making a full and complete investigation into the circumstances of the undertaking.
	S.O. 2815/18/A/IDRA/1/62, dated 6th September, 1962	Ditto.	Cancellation of the Order of the Government of India in the late Ministry of Heavy Industries No. S.R.O. 2039/IDRA/18A/7/56, dated 8th September, 1956.
293	S.O. 2816, dated 6th September, 1962.	Ministry of Labour & Employment	Appointment of Shri Salim M. Merchant, as Presiding Officer of a National Tribunal with headquarters at Bombay.
	S.O. 2817, dated 6th September, 1962	Ditto	Referring the dispute to the National Tribunal constituted by the Notification No. S.O. 2816, dated the 6th September, 1961 for adjudication.
294	S.O. 2818, dated 7th September, 1962.	Ministry of Law	Adding proviso to sub-rule (1) of rule 93 of the conduct of Election Rules, 1961 [as amended by the Conduct of Election (Second Amendment) Rules, 1962]
295	S.O. 2819, dated 8th September, 1962.	Ministry of Finance	Fixation of 8th day of September, 1962 as the date on which section 19 of the Securities Contracts (Regulation) Act, 1956 shall come into force in those states and areas where that section is not already in force.
296	S.O. 2820, dated 11th September, 1962.	Ministry of Information & Broadcasting	Approval of film specified therein

Issue No.	No. and Date	Issued by	Subject
297	S.O. 2875, dated 12th September, 1962.	Cabinet Secretariat	Amendments in the Government of India (Allocation of Business) Rules 1961.

Copies of the Gazettes Extraordinary mentioned above, will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 7th September 1962

S.O. 2879.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name of contesting candidate	Name of constituency
1	2
Shri Rameshwar Singh Sisodia 133/304 Dhaknapurwa, P.O. Munshi Purwa, Canal Road, Kanpur.	66—Bilhaur

[No. UP-HP/66/62(67)/62712.]

New Delhi, the 14th September 1962

S.O. 2880.—It is hereby notified for general information that the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, incurred by the person whose name and address are given below, has been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section of the said Act:—

SCHEDULE

Name and address of the disqualified candidate	Serial No. and name of constituency	Commission's notification No. and date under which disqualified
1	2	3
Shri Manik Lal, Village Jaikhole Dhandri, Patti Nandalsyun, District: Garhwal.	2—Garhwal	UP-HP/2/62(44) dated the 13th July, 1962.

[No. UP-HP/2/62(44-R)/64252.]

By Order,
C. B. LAL, Under Secy.

New Delhi, the 10th September 1962

S.O. 2881.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule failed to lodge his account of election expenses in the manner required by law and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
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1

2

Shri Gangaram,
Tenduwar Rly.,
P.O. Bichhia,
Tahsil Niwas,
District Mandla.

21—Mandla

[No. MP-P/21/62(21)/62962.]

New Delhi, the 12th September 1962

S.O. 2882.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
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1

2

Shri Yeleti Seshagiri Rao,
Palathodu,
Ramachandrapuram Taluk
Andhra Pradesh.

8—Kakinada.

[No. AP-HP/8/62(12)/64025.]

By Order,
K. S. RAJAGOPALAN, Under Secy.

MINISTRY OF FINANCE
(Department of Expenditure)

New Delhi, the 30th August 1962

S.O. 2883.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General in this respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following rules namely:—

1. These rules may be called the Contributory Provident Fund (India) Second Amendment Rules, 1962.

2. In rule 33 of Contributory Provident Fund Rules (India), 1962 the existing Explanation shall be renumbered as Explanation II and before that Explanation as so renumbered, the following Explanation shall be inserted, namely:—

“Explanation 1.—A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service”.

[No. F. 8(6)-E.V.(B)/62(CPF).]

S.O. 2884.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General in respect of persons employed in the Indian Audit and Accounts Department, hereby makes the following rules, namely:—

1. These rules may be called the General Provident Fund (Central Services) Fifth Amendment Rules, 1962.

2. In rule 31 of the General Provident Fund (Central Services) Rules, 1960, the existing Explanation shall be renumbered as Explanation II and before that Explanation as so renumbered, the following Explanation shall be inserted namely:—

“Explanation 1.—A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service”.

[No. 8(6)-E.V.(B)/62.(GPF).]

N. K. BHOJWANI, Dy. Secy.

(Department of Expenditure)

New Delhi, the 1st September 1962

S.O. 2885.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following regulations further to amend the Civil Service Regulations, namely:—

1. These Regulations may be called the Civil Service (TENTH Amendment) Regulations, 1962.

2. In the Civil Service Regulations—

(1) in Article 486-A, in clause (e), for the words “one half of”, the words, figures and letter “save as otherwise provided in Article 486-B, one half of” shall be substituted;

(2) after Article 486-A, the following article shall be inserted, namely:—

“486-B. (I) If an officer holding a permanent post in substantive capacity—

(a) officiates in a higher permanent post (other than a tenure post) or holds a higher temporary post (other than a tenure post) borne on a cadre which includes permanent posts on the same time scale as the temporary post, continuously for not less than three years, and retires or dies while so officiating or holding the higher post; or

(b) is confirmed in such higher permanent post at any time during the last three years of his service after having officiated in that post continuously for three years or more,

his emoluments for pension in respect of the higher post for any period beyond three years' continuous service in that post shall be determined under Article 486-A as if he held, in substantive capacity, a permanent post on a time scale identical with that of the higher post.

2. For computing the length of continuous service in respect of the higher post under clause (1), all kinds of leave, all periods during which an officer officiated in a permanent post or held a temporary post on identical or higher time scale, and the time spent on deputation and foreign service shall be included; provided that it is certified that but for his proceeding on leave or serving in other post(s)

or going on deputation or foreign service, as the case may be, the officer concerned would have officiated in or held the higher post".

[No. F. 8(43)-E.V.C./61.]
C. K. SUBRAMANIAN, Under Secy.

(Department of Revenue)

ESTATE DUTY

New Delhi, the 14th September 1962

S.O. 2886.—The Central Government hereby renews, for a period of three years with effect from the 17th August, 1962, the appointment of the undermentioned Valuers, who were previously appointed under the following Notifications of the Central Government:—

S.O. 1733, dated the 31st July, 1959 published in Part II, Section 3(ii) of the Gazette of India, dated the 8th August, 1959; and S.O. 1818 and S.O. 1819 dated the 17th August, 1959 published in Part II, Section 3(ii) of the Gazette of India, dated the 22nd August, 1959.

Serial No.	Name	Address
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I. Engineers/Surveyors/Architects

1	Shri Abichandani, P.W., B.Sc. (Edin), M.I.E.	Retd. Superintending Engineer, No. 12, Cubbon Road, Bangalore-1.
2	Shri Dave, V.H., B.E., A.M.I.E.	Dave Bungalow, Vallabhbhai Patel Road, Borivali, Bombay-66.
3	Shri Mascarenhas, Eric P., B.E., A.M.I.E. (Ind.), M.R. San. I (Lond.).	"Wi-Wurri" Main Avenue, Santacruz, Bombay-54.
4	Shri Patankar, R.S., B.E., A.M.I.E. (Ind.)	C/o. R.S. Patankar & Co., Medows House, Medows Street, Fort, Bombay.
5	Shri Sanghvi, M.G., B.E., A.M.I.E. (Ind.)	Bouna Casa, Second Floor, Sir Pheroz-Shah Mehta Road, Bombay-1.
6	Shri Vaidya, C.D., A.R.I.B.A., A.I.I.A.	Karim Chambers, 42, Hamam Street, Fort, Bombay.
7	Shri Desai, D.R., B.E., A.M.I.E. (Ind.)	Ramnivas, Nanabhai Road, Near Besant Hall, Surat.
8	Shri Ramchandani, N.R., B.E., M.I.E., A.M.I.P., H.E.	Retired Superintending Engineer 8, SEAKIST, Byramji Slyhida Road, Bandra, Bombay-50.
9	Shri Khanna, M.R., B.Sc., (Leeds) M.I.E. (Ind.)	CHESNEY HALL, Madras-8.
10	Shri Bagchi, C.C., B.E., M.I.E. (Ind.)	C.1053/1054, Mahanagar, Lucknow.
11	Shri Maylankar, R.W., B.Sc., B.E., M.I.E.	"Utkarsh", Khare Town, Nagpur-1

II. Specialist in Jewellery, Precious Stones and Ornaments.

1	M/s. A. Rethinam Chettiar & Sons	Mayuram, Madras State.
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III. Specialist in Coffee Plantation

1	Shri Aiyapa, K.A.	Manager, Yemmi Goondi Estates, Pollibetta P.O., Coorg, Mysore State.
2	Shri Deenadayalan, W.P.A.S.	Planter, Pattiveeranpatti P.O Madurai District, Madras State

Serial No.	Name	Address
3	Shri Foster, F.G.	C/o, Coffee Lands and Industries (Mysore) Limited, Saklespur P.O., Hassan District, Mysore State
4	Shri Iyer, Dharmaraja, M.A.	Member, Coffee Board, Madkkimala, P.O., Via Manatoddy, S. Wynad, Kerala.
5	Shri Rajes, M.S.P.	"Spring Haven", Cauvery Peak P.O., (Via Yercaud), (South India).
6	Shri Bakre, R.V.	Coffee Planter, Sitaram Estate Javali P.O., Chickmagalur, District, Mysore State.
7	Shri Mathua, A.J.	Coffee Planter, Megur Dorasani Estate, Javali P.O., Sunkasalae, Chickmagalur District.
8	Shri Menon, K.K.R., B.Sc. (Agr.)	Lauriston Estate, Gudalur P.O., Nilgiris.
9	Shri Nagarajan, W.P.A.R.	Planter, Pattiveeranpatti, Madurai District, Madras State.
10	Shri Yesuthasen, J	Planter, Thamarai Villa, Cccicor Nilgiris.

The scale of charges for the remuneration of Valuers appointed by the Central Government for valuing any property shall be as fixed below and no such Valuers shall charge a fee at a scale higher than the scale so fixed.—

Scale of Charges

On the first Rs. 50,000/- of the property so valued 1/2 % of the value

On the next Rs. 1,00,000/- of the property so valued 1/4 % of the value.

On the balance of property so valued 1/8 % of the value.

{No 12/F No. 5/18/62-ED.]

T. R VISWANATHAN Dy Secy.

(Department of Economic Affairs)

New Delhi, the 14th September, 1962

S.O. 2887.—Statement of the Affairs of the Reserve Bank of India, as on 7th September, 1962.

BANKING DEPARTMENTS

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	12,30,72,000
Reserve Fund	30,00,00,000	Rupee Coin	2,37,000
National Agricultural Credit (Long Term Operations) Fund	61,00,00,000	Small Coin	2,93,000
National Agricultural Credit (Stabilisation) Fund	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
Deposits:—		a) Loans and Advances to:—	
(a) Government		(i) State Governments	24,03,28,000
(i) Central Government	114,74,39,000	(ii) State Co-operative Banks	11,87,80,000
(ii) State Governments	21,63,72,000	(iii) Central Land Mortgage Banks	
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures	2,84,90,000
(i) Scheduled Banks	88,06,70,000	National Agricultural Credit (Stabilisation) Fund Loans and advances to State Co-operative Banks	
(ii) State Co-operative Banks	1,88,40,000	Bills purchased and Discounted:—	
(iii) Other Banks	1,83,000	(a) Internal	
(c) Others	162,24,54,000	(b) External	
Bills Payable	26,99,67,000	(c) Government Treasury Bills	105,66,95,000
Other Liabilities	24,31,73,000	Balances Held Abroad*	5,44,48,000
Rupees	392,90,98,000	Loans and Advances to Government**	3,09,00,000
		Loans and Advances to:—	
		(i) Scheduled Banks†	42,64,70,000
		(ii) State Co-operative Banks†	127,62,10,000
		(iii) Others	2,09,07,000
		Investments	221,01,79,000
		Other Assets	34,20,89,000
			592,90,98,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund.

†Includes Rs. 21,60,00,000 advanced to scheduled banks against usance bills under section 17(4)(c) of the Reserve Bank of India Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 12th day of September, 1962.

M. V. RANGACHARI,
Dy. Governor.

An Account pursuant to the Reserve Bank of India, Act 1934, for the week ended the 7th day of September, 1962.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department			Gold Coin and Bullion :—		
Notes in circulation	12,30,72,000	2044,06,20,000	(a) Held in India	1,17,76,10,000	..
Total Notes issued	2056,36,92,000		(b) Held outside India		
TOTAL LIABILITIES	2056,36,92,000		Foteign Securities	88,34,17,000	
			TOTAL		206,10,27,000
			Rupee Coin		122,26,74,000
			Government of India Rupee Securities		1727,99,91,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES	2056,36,92,000		TOTAL ASSETS		2056,36,92,000

Dated the 12th day of September, 1962.

M. V. RANGACHARI,
Deputy Governor,
[No. F. 3(2)—BC/62]

A. BAKSI, Jt. Secy.

CORRIGENDUM

In the statement of the Affairs of the Reserve Bank of India, as on the 3rd August 1962—Banking Department—published on page 2825 of the Gazette of India dated 25th August 1962 Part II, Sec. 3(ii) on the 'Assets' side under the head "National Agricultural Credit (Long-term Operations) Fund" below the item '(a)' for the item '(d)' read '(b)' and;

In an Account pursuant to the Reserve Bank of India Act, 1934 for the week ended 10th day of August 1962—Issue Department—published on page 2828 of the Gazette of India dated 25th August 1962 Part II, Sec. 3(ii) for the name "P. C. BHATTACHARYY" appearing above the word "Governor" read "P. C. BHATTACHARYYA".

(Department of Economic Affairs)

New Delhi, the 14th September 1962

S.O. 2888.—In pursuance of sub-section (2) of section 21 of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government on the recommendation of the Board of Directors of the Industrial Finance Corporation of India hereby fixes 4½ per cent. per annum as the rate of interest payable on the bonds to be issued by the said Corporation on the 28th September, 1962, and maturing on the 28th September, 1974.

[No. F. 2 (76)-Corp/62.]

S. S. SHARMA, Under Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 22nd September 1962

S.O. 2889.—In exercise of the powers conferred by sections 9 and 188 of the ~~Sea~~ customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following further amendments to the Powers and Duties of Customs Officers (Kerala) Rules, 1960, published with the notification of the Government of India, Central Board of Revenue No. 92-Customs, dated the 27th August, 1960, namely:—

1. These rules may be called the Powers and Duties of Customs Officers (Kerala) Amendment Rules, 1960.

2. In the Powers and Duties of Customs Officers (Kerala) Rules, 1960, for rule 9, the following shall be substituted, namely:—

"9. Powers of Assistant Collector of Central Excise and Superintendent of Central Excise.—The powers of an Assistant Collector of Central Excise and a Superintendent of Central Excise to adjudicate confiscation and impose penalties shall be those indicated in clause (a) of section 182. The powers granted to Customs Collectors in charge of ports shall be limited to those indicated in clause (c) of section 182 with the restriction that no order ~~passed~~ at an out port by a Customs Collector shall take effect until it has been confirmed by the officer in charge of the Central Excise Circle in which his Customs House is situated. The powers to adjudicate confiscations and impose penalties without limit under clause (a) of section 182 shall be exercised by the Collector of Customs and Central Excise, Cochin."

[No. 134.]

LAND CUSTOMS

New Delhi, the 22nd September 1962

S.O. 2890.—In exercise of the powers conferred by sub-section (1) of section 3 of the Land Customs Act, 1924 (19 of 1924) read with the notification of the Government of India in the late Finance Department (Central Revenues) No. 5944, dated the 13th December, 1924, the Central Board of Revenue hereby appoints, for the areas adjoining the foreign frontier separating East Pakistan from India, the following officers and personnel of Assam Rifles and Bihar Military Police posted in the Union territory of Tripura, to be Land Customs Officers within the jurisdiction of the Collector of Central Excise and Land Customs, Shillong, namely:—

(a) Officers and personnel of Assam Rifles, posted in the Union territory of Tripura but deployed on Tripura and East Pakistan Border:—

1. Lt. Colonel
2. Major
3. Captain
4. Subedar Major,
5. Subedar
6. Jemadar.
7. Havildar;
8. Naik.

(b) Officers and personnel of Bihar Military Police, posted in the Union territory of Tripura, but deployed on Tripura and East Pakistan Border:—

1. Commandant
2. Assistant Commandant
3. Subedar.
4. Jemadar,
5. Writer Naik
6. Naik

[No. 8/F. No. 8/4/62-L.C.I.]

J. BANERJEE, Secy.

CENTRAL EXCISE COLLECTORATE, BARODA

CENTRAL EXCISE (TOBACCO)

Baroda, the 14th September 1962

S.O. 2891.—In exercise of the powers vested in me under Rule 143 of the Central Excise Rules, 1944, I order that conversion of tobacco into dust in warehouses, prior to clearance on payment of duty, will not be permitted as such conversion is not necessary for the preservation, sale or disposal of the whole-leaf tobacco. This, however, shall not apply to dust obtained in normal course as a bye-product in other processes conducted in a warehouse

[No. 3/62.]

D. R. KOHLI, Collector.

MINISTRY OF COMMERCE AND INDUSTRY

Bombay, the 5th September 1962

S.O. 2892.—In exercise of the powers conferred on me by clauses 3, 4, 13, 14A and 17 of the Cotton Control Order, 1955 and of all other powers enabling me in this behalf, I hereby make the following order in respect of Indian cotton marketed in India from 1st September 1962:—

(1) *Permission for sale of cotton by a manufacturer.*—No manufacturer shall sell cotton to any person without the previous written permission of the Textile Commissioner.

(2) The prices stated in Schedule "A" will not apply to purchase of permitted varieties for the purposes of export by an exporter. However, no such exporter shall sell in the internal market any part of such cotton purchased for export without the written permission of the Textile Commissioner. In case such permission is granted, such cotton shall be sold in the internal market at a price not exceeding the maximum price specified in Schedule "A" annexed hereto.

(3) *Purchases of "Kapas" by a manufacturer.*—Every manufacturer to whom permission under sub-clause 3 of clause 13 of the Cotton Control Order 1955 has been issued shall purchase "Kapas" at such price that the eventual corresponding cost price of the ginned and/or pressed lint out-turn shall not exceed the maximum price fixed in Schedule "A" annexed hereto.

(4) *Filing of Returns.*—Every "A" class licence holder, not being a manufacturer or a bank, shall furnish to the Office of the Textile Commissioner, Bombay in the form given below (Annexure "A") a periodical statement (i.e., for the period 1st to 15th and 16th to 30th/31st of each month) to be despatched to reach this office on or before the 3rd or 18th of each month respectively of his actual deliveries of Indian cotton to the mills and his sales.

(5) *Survey.*—(i) All Indian cotton sold to manufacturers and "producers" as here-defined in the Cotton Textiles (Control) Order, 1948 shall be surveyed as hereinafter provided by the East India Cotton Association Ltd., Bombay or by any Zonal Committee appointed by it with the approval of the Textile Commissioner for this purpose.

(ii) All cotton either in loose and/or pressed form shall be offered for survey by the East India Cotton Association Ltd., Bombay or by the Zonal Committee appointed by it in this behalf and a certificate obtained before delivery to the manufacturer and/or producer for consumption. Similarly in respect of cotton waste, compulsory survey will be necessary before delivery but only certify it as such.

(iii) The Zonal Committee shall work under the overall control of the East India Cotton Association Ltd., Bombay.

(iv) The pre-delivery survey shall be compulsory for all cottons which are consumed by the manufacturers and producers in pressed and/or loose form. No manufacturer or producer shall take delivery of any cotton for consumption unless it is accompanied by a certificate of survey, issued as above, and it will be incumbent on the manufacturer/producer to scrutinise the survey certificate with reference to the quality and variety of the cotton covered by the certificate and to satisfy himself that the certificate relates actually to the cotton purchased and delivered to him. He should also satisfy himself that the price paid for the cotton is within the ceiling mentioned in the certificate.

(v) Any person may voluntarily get his cottons surveyed by the Zonal Committee or by the East India Cotton Association Ltd., Bombay with a right of appeal to the Committee specified in Schedule "B".

(vi) The Survey certificate shall show the name of the first applicant, the number of bales, the lot numbers, press running number of bales, press marks, description of the cotton, staple and grade and the maximum price thereof fixed according to Schedule "A" hereto annexed. On the reverse side of such certificate, each applicant shall endorse the name and address of each successive buyer and the date of each sale. The price payable by any buyer shall not exceed the maximum price indicated in the survey certificate which shall, however, be subject to adjustment in accordance with the provisions of sub-paragraphs (6)(ii).

(vii) The samples drawn by the authorised controllers in respect of each lot shall be kept in safe custody by the East India Cotton Association Ltd., Bombay or by the Zonal Committee as the case may be for a period of not less than seven days calculated from the date of the survey certificate.

(viii) The award of the Committee specified in Schedule "B" shall be final and binding on all successive buyers without any right of re-survey.

(ix) Any person if he is not satisfied with the certificate of the Zonal Committee or the East India Cotton Association Ltd., Bombay as the case may be, prefer an appeal to the Committee specified in Schedule "B" annexed hereto within seven days of the date of the survey certificate.

(x) If any buyer or seller does not accept the award of the Zonal Committee or East India Cotton Association Ltd., he may prefer an appeal to the Committee specified in Schedule "B" within 7 days of the date of the Zonal survey certificate. However, if this period of 7 days has expired either party shall have a right to have a fresh survey at his cost by the *Ad-hoc Committee*.

(xi) The fees and the controlling charges for the survey shall be paid by the applicant which shall, however, be recoverable from each successive buyer. The appeal fees will be borne by the person preferring the appeal.

(xii) Till such period after 31st August 1962 as the Zonal Committee begins to function in any of these areas, the cotton shall be submitted to the East India Cotton Association Ltd., Bombay.

(xiii) The Chairman of the Zonal Committee may, at his own discretion, direct that samples submitted for zonal survey be sent to the Committee specified in Schedule "B" for award.

(6) *Maximum and minimum prices of cotton.*—(i) Subject to the other provisions hereinafter contained, the minimum and the maximum prices of cotton of the 1962-63 season of the descriptions specified in columns (1) and (2) of Schedule "A" annexed to this notification shall be as specified in columns (3) and (4) respectively of the said Schedule;

Provided that where cotton, which is the subject-matter of a contract, is of a quality either inferior or superior to the basic quality referred to in columns (1) and (2) of the said Schedule, the minimum or the maximum price shall be decreased or increased, as the case may be, by an amount specified in columns (5) to (16) of the said Schedule

Provided further that no such cotton shall be considered to be of a quality superior to the basic quality as aforesaid unless its superior staple and class have been certified by the East India Cotton Association Ltd, Bombay or by the Zonal Committee appointed by it and the maximum price of such cotton shall then be in accordance with the description, staple and class mentioned in such certificate.

(ii) (a) The prices specified in Schedule "A" are in rupees per quintal of 100 kilograms net for delivery in full pressed bales *ex-seller's godown, Bombay* and include $\frac{1}{4}$ per cent brokerage payable by the seller to the buyer and the usual sample and stone allowance as provided in the bye-laws of the East Cotton Association Ltd, Bombay. However, when cotton is requisitioned, no brokerage charges or any other allowance (except stone allowance in Bombay) will be permissible

(b) The minimum and maximum prices at the place of origin shall be the price specified in Schedule "A" reduced by a sum equivalent to the Railway freight from the place of origin to Bombay and Rs 2 80 per quintal

(c) The minimum and maximum prices for delivery at any place other than the place of origin or Bombay shall be the prices applicable in the place of origin as arrived at in accordance with the above paragraph and increased by a sum equivalent to the Railway freight from the place of origin to the place of delivery to the buyer and Rs. 2 80 per quintal.

(d) The maximum prices specified in paragraph 6(i) and sub-paragraphs (a), (b) and (c) of paragraph 6(ii) shall be increased, where the sale is directly to a manufacturer, by $\frac{1}{4}$ per cent thereof, and the sale is directly to an 'A' class licensee by $\frac{1}{4}$ per cent thereof except in the case of cotton requisitioned by an order of the Textile Commissioner or any Officer authorised by him in this behalf.

(e) The maximum and minimum prices specified in paragraph 6(i) and sub-paragraphs (a), (b) and (c) of paragraph 6(ii) shall be decreased by Rs. 7 per quintal when the subject-matter of the contract is ginned (that is unpressed) cotton

(f) Where cotton which is the subject-matter of a contract is loose cotton obtained by opening a full pressed bale and does not exceed 15 kgs in weight, the maximum prices specified in paragraph 6(i) and sub-paragraphs (a), (b) and (c) of paragraph 6(ii) shall be increased by 12 $\frac{1}{2}$ per cent thereof

(g) The minimum prices fixed under this notification shall not apply to cotton which is inferior in class or staple to that for which allowances are specified in columns (5), (6), (10) and (11) of Schedule "A" but it shall be open to any person or persons who are required to fix the exact value of any such cotton

to fix a value which is less than the price specified for the lowest staple and class of cotton of the description.

(h) Nothing in this notification shall apply to a contract of sale for the purpose of export by any exporter with an overseas buyer or his agent or by a grower or middleman with any exporter or his agent.

(i) A certificate from the Textile Commissioner to that effect that the contract entered into is for the purpose of export shall be conclusive evidence of that fact

(j) The maximum and minimum prices of cotton of 1961-62 and earlier seasons shall be those as specified in Schedule 'A' of the Textile Commissioner's Notification No 2273, dated 1st September 1961.

(7) *Cotton requisitioned.*—(i) At the time of requisitioning, the holder of the cotton shall be required to declare the variety of his cotton which is intended to be requisitioned. If, however, it is found by the Committee specified in Schedule 'B' in survey that the variety of the cotton is other than what had been declared by the holder, the Textile Commissioner may require the holder to replace the cotton by the variety originally declared by him.

(ii) In case the quality of cotton requisitioned by the Textile Commissioner is found by the Committee specified in Schedule 'B' to be inferior to the minimum grade or staple for which the prices are prescribed in Schedule 'A', the person in whose favour the cotton is requisitioned shall have a right to refuse to take delivery of such cotton. In the event of such refusal of the variety originally declared by the party, the holder of the cotton shall be required to replace such cotton by cotton having a staple and grade for which the prices are prescribed in the Schedule "A" if required by the Textile Commissioner.

(8) *Varieties not under price control.*—Nothing in this Notification shall apply to—

(a) Sea-Island Andrews cotton, grown in the States of Andhra Pradesh, Kerala, Mysore and Madras if it is certified by the Committee specified in Schedule 'B' as having staple length of above 1—1/8" and complies with the following conditions:—

(i) The seeds required for sowing such cotton in the above States have been duly approved and supplied by the Officers and a certificate of purity issued by them for the pressed bales.

(ii) The ginning and pressing of the crop of such cotton have been done under the supervision of the aforesaid Officers and a certificate of purity issued by them for the pressed bales.

(b) Hybrid cotton grown in Gujarat State, if it is certified by the Committee specified in Schedule 'B' as having a staple of above 1—1/8" length and complies with the following conditions:—

(i) The seeds required for sowing such cotton have been duly approved and supplied by the State Department of Agriculture, and

(ii) the ginning and pressing of the crop of such cotton have been done under the supervision of the State Department of Agriculture and certificate of purity issued by the Department for the pressed bales.

(c) Any other cotton which may be certified by the State Department of Agriculture or "agmarked" under the Cotton Grading and Marketing Rules, 1939, indicating the varietal purity and further certified as having a staple length above 1—1/8" by the Committee specified in Schedule 'B'.

(9) *Description of varieties.*—(a) (i) "Moglai Jarilla" means cotton recognised as such and grown in the Marathwada region (excluding the 93 villages in Soegaon mahal and Kannad and Bhokardan talukas of Aurangabad district, and Hingoli taluka of Parbhani district protected under the Cotton Transport Act, 1923 (3 of 1923), and Ahmednagar district of Maharashtra State and Bijapur district of Mysore State and includes "Virnar (197-3)" grown in these areas.

(ii) "Vidarbha and Madhya Pradesh 197-3" means cotton recognised as such and grown in Vidarbha region, Sholapur and Poona districts of Maharashtra State, Madhya Pradesh, Jhalawar district and Udaipur Division of Rajasthan and Adilabad district of Andhra Pradesh and includes "Virnar (197-3)", "Maljari", "Malvi" and "Bhoj" grown in these areas. It also includes "H. 420" grown in Vidarbha region of Maharashtra State, Kurnool and Anantpur districts of Andhra Pradesh, and Bellary and Chitaldrug districts of Mysore State, provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), and AK-277 grown in Akola, Nanded and Buldana districts of Maharashtra State. It also includes "Buri-American" which does not conform to the definition in sub-paragraph (q) of this paragraph.

(iii) "Khandesh Virnar (187-3)" means cotton recognised as such and grown in the district of Nasik, Jalgaon and Dhulia (excluding Nawapur and Akkalkuwa talukas) and in the 93 villages in Soegaon mahal and Kannad and Bhakardan talukas of Aurangabad district of Maharashtra State protected under the Cotton Transport Act, 1923 (3 of 1923).

(b) (i) "Digvijay (A)" means cotton recognised as such (including Vijay) and grown in the districts of Broach (excluding Ankleshwar, Jhagadia, Dediapada talukas and part of Nanded taluka lying South of River Nerbada, Hansot, Valia, Sagbara talukas), Baroda, Kaira (except talukas of Cambay and Petlad), Panchmahals and Sabarkantha of Gujarat State and Banswara district of Rajasthan.

(ii) "Digvijay (B)" means cotton recognised as such (including Vijay) and grown in Cambay and Petlad talukas of Kaira district, Ahmedabad district lying South of the River Sabarmati (including the part of Daskroi taluka and the whole of City and Dehgam talukas) of Gujarat State. If any "Digvijay" cotton grown in these areas is recognised as "Digvijay (A)", such cotton shall come under "Digvijay (A)".

(c) "Surti Vijalpa", means cotton recognised as such (including Vijalpa 2087) and grown in Surat district and in Ankaleshwar, Jhagadia, Nanded, Hansot, Valia, Dediapada and Sagbara talukas of Broach district of Gujarat State and in Nawapur and Akkalkuwa talukas of Dhulia district of Maharashtra State.

(d) "Punjab American 216F" means cotton recognised as such grown in the States of Punjab, Uttar Pradesh, Madras and Andhra Pradesh and includes "Punjab American H-14" provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It also includes "Punjab American LL 54" grown in the areas of "216F" and which does not conform to the definition in sub-paragraph (t) (2) of this paragraph.

(e) "Punjab American 320F" means cotton recognised as such and grown in the States of Punjab and Uttar Pradesh and in the Ganganagar district of Rajasthan State, provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It also includes "Punjab American LL 54" grown in the area of 320F and which does not conform to the definition in sub-paragraph (t) (2) of this paragraph. It also includes "Punjab American L.S.S.".

(f) "Jayadhar" means cotton recognised as such and grown in the districts of Dharwar, Belgaum, Bijapur, Chitaldrug, Gulbarga and Raichur of Mysore State and Sangli, Satara and Kolhapur districts of Maharashtra State provided the areas in which the cotton is grown are protected under the Cotton Transport Act of 1923 (3 of 1923), or any corresponding Act.

(g) "Laxmi" means cotton recognised as such and grown in the districts of Dharwar, Belgaum, Bijapur, Chitaldrug, Hassan, Chikmaglur, Shimoga, Mandya, Mysore, Gulbarga, Raichur and Bellary of Mysore State, Kurnool, Cuddapah and Anantpur districts of Andhra Pradesh, provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It also includes "M.A. 5" which does not conform to the definition of sub-paragraph (t) (2) of this paragraph.

(h) "Westerns" means cotton recognised as such and grown in the Bellary, Gulbarga and Raichur districts of Mysore State and Kurnool, Anantpur, Cuddapah and Mehboobnagar districts of Andhra Pradesh and includes "Hagari 1" (Western Farm) "White Northerns" and "Red Northerns".

(i) "Karunganni" means cotton recognised as such and grown in Coimbatore, Tiruchirapalli, Madurai, Ramanathapuram and Tirunelveli districts of Madras State and includes "Karunganni K2, K5 and uncertified K6 (Pandyan)", "Tirunelveli" and "Salems" (Nadam, Bourban and Uppam). It also includes "Coconada 1 and 2" grown in the coastal districts of Andhra Pradesh.

(j) "Dholleras" means cotton recognised as such and grown in Rajkot Division of the Gujarat State and includes "Cutch", "1027", "Kadi/Viramgam", "Kadyo", "Wagad", and "Kalagin". It also includes "Kalyan" which does not conform to the definition of the cotton contained in sub-paragraph (k) of this paragraph.

(k) "Kalyan" means cotton recognised as such and grown.—

(i) in the Ahmedabad (Dholka, Dhanduka, Sanand and Viramgam talukas) and Mehsana district of the Gujarat State, provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923);

(ii) in the Rajkot Division of Gujarat State, provided that the seed required for sowing has been duly approved and supplied by the State Department of Agriculture and the produce has been certified by that Department as being "Kalyan".

(l) "Pratap" means cotton recognised as such and grown in Rajkot Division of Gujarat State provided it is certified by the Department of Agriculture. It also includes "Sanjay (CJ. 73)" grown in the same areas if certified as such by the Department of Agriculture.

(m) "Bengal Deshi", means cotton recognised as such and grown in the States of Punjab, Uttar Pradesh and Rajasthan.

(n) "Oomras" means cotton recognised as such and grown in Sholapur, Ahmednagar and Poona districts and Vidarbha and Marathwada regions of Maharashtra State, Adilabad and Warangal districts of Andhra Pradesh and East and West Nimir, Hoshangabad and Chhindwara districts of Madhya Pradesh. It also includes "C.P. I and II" and "Central India Cotton" recognised as such and grown in these areas.

(o) "Mathia" means cotton recognised as such and grown in the Rajkot division of the Gujarat State. It includes uncertified "Pratap" and "Sanjay" (CJ. 73).

(p) "Mungari" means cotton recognised as such and grown in Bellary, Raichur and Gulbarga districts of Mysore State and in the Anantpur, Cuddapah and Kurnool (except Cumbum and Markapur talukas) districts and Gadhwal and Alampur talukas of Mehboobnagar district of Andhra Pradesh.

(q) "Buri American" means cotton recognised as such and grown in the Vidarbha region of Maharashtra State, Madhya Pradesh, Kotah (except Jhalawar district), Udaipur and Ajmer divisions of Rajasthan, and includes "Buri 107", "C Indore 1", "C Indore 2", and "Udaipur American", provided the areas in which the cotton is grown are protected under Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It also includes uncertified "Buri 0394", recognised as such and grown in the Vidarbha region of Maharashtra State and Madhya Pradesh and uncertified "A-51-9" (Narmada) and "C.T. 1-4-21" (Badnavar 1) recognised as such and grown in Madhya Pradesh. It further includes "Parbhani American" cotton recognised as such and grown in Adilabad, Utnoor and Boath talukas of Adilabad district of Andhra Pradesh and Kinwat taluka and Islapur circle of Nanded district of Maharashtra State

(r) "L-147" means cotton recognised as such (known also as Buri L-147) and grown in the Vidarbha Region and Jalgaon District of Maharashtra State and Madhya Pradesh. It also includes certified "Buri 0394" recognised as such and grown in the Vidarbha Region of Maharashtra State and Madhya Pradesh and certified "A-59-9" (Narmada) and "C.T. 1-4-21 (Badnavar 1)" recognised as such and grown in Madhya Pradesh.

(s) "Gaorani 6 and 12" means cotton recognised as such and grown in Nanded (excluding Kinwat taluka and Islapur circle), Parbhani and Osmanabad districts and Mominabad taluka of Bhair district of Maharashtra State, Bidar and Gulbarga districts of Mysore State and Adilabad (Nirmal Taluka and Mudhol, Bahinsa and

Kuber circles) and Medak (Jahirabad and Narayankhed talukas), districts of Andhra Pradesh provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or any corresponding Act. It includes "Daulat" (2204), "G.22", "G.46", "1494" grown in these areas. It further includes "Nandyal 14" and "Gaorani 6" (Umri) grown in the Kurnool district of Andhra Pradesh.

(t) (1) "Cambodia (A)" means cotton recognised as Rajapalayam or "M.C.U. 1" grown in Madras State and includes "9030G". It also includes "M.C.U. 2" grown as summer crop in Ramanathapuram, Madurai and Tirunelveli districts of Madras State. It further includes "Indo-American 170-Co2" and "134-Co2M" grown in the States of Gujarat and Maharashtra:—

(i) The prices specified for these varieties in Schedule 'A' would apply if they are of the staple length of 1-1/32" and over and if they are (a) certified by the State Department of Agriculture, (b) "Agmarked" under the Cotton Grading and Marketing Rules, 1939 indicating the varietal purity or (c) certified by the East Indian Cotton Association, Bombay or by the Certification Officer, duly authorised in this respect by the Director of Agriculture under the Superior Cotton Certification Scheme in Madras State with the right of appeal to the Committee specified in Schedule 'B' as having a staple length of 1-1/32" and above.

(iii) No cotton stapling below 1-1/32" will be recognised as coming under the varieties mentioned in the above clause (t)(1).

(2) "Cambodia (B)" means cotton recognised as such and includes certified or "Agmarked" Cambodia "Co2" and "Co4", "Avanashi", "MA.5", and "LL 54" and uncertified "134-Co2M", "170-Co2", "M.C.U. 1", "M.C.U. 2", and "9030G" grown in the States of Madras, Gujarat, Maharashtra, Mysore, Punjab and Ganganagar district of Rajasthan.

(3) "Cambodia (C)" means cotton recognised as such and includes all Cambodias grown in the States of Madras, Andhra Pradesh, Mysore, Kerala, (Palghat district), Maharashtra, Gujarat, Madhya Pradesh. It also includes, "K.6 (Pandyan)" if recognised as such and also certified by the Certification Officer duly authorised in this behalf by the Director of Agriculture under the Superior Cotton Certification Scheme in Madras State.

(u) "Sea Island (Andrews)" means cotton recognised as such and grown in Kozhikode, Palghat and Trichur districts and other coastal parts of Kerala State, South Kanara district and other coastal parts including the Malnad area of the Mysore State and States of Madras and Andhra Pradesh. It includes hybrid cotton grown in Gujarat State.

10. *Ad hoc Committee*.—The Committee specified in Schedule 'B' shall be the Committee to which the final appeal may lie in respect of questions regarding the quality of cotton and prices. Any cotton not coming under any of the above description will be submitted to the *Ad hoc Committee* for classification for fixing the minimum and maximum prices. In case of references for fixing the minimum and maximum price of any cotton, on the basis of certificates issued for staple, grade and/or description by the Zonal Committee or the East India Cotton Association Ltd., Bombay, the *Ad hoc Committee* may, if necessary, require the actual samples to be produced before it for a re-survey before fixing such minimum and maximum prices. On the basis of such re-survey it may give its award on staple, grade and/or description of the cotton and such award shall be final irrespective of any classification thereof made by the Zonal Committee or the East India Cotton Association Ltd., Bombay.

11. *Restrictions and conditions on contract*.—The contracts for the sale or purchase of Indian cotton produced during the cotton season 1962-63 shall be subject to the following restrictions and conditions:—

(a) No person shall enter into a contract for the sale or purchase of cotton at a price less than the minimum price or more than the maximum price as fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1955 in respect of Indian cotton produced during the cotton season 1962-63 as applicable to the subject-matter of the contract having regard to the place of delivery thereunder.

(b) No person shall enter into a contract or sale with an overseas buyer for the purposes of export unless he holds a valid export licence:

Provided, however, that where the Joint Chief Controller of Imports and Exports so permits by way of Trade Notice a person may enter into a contract of sale with an overseas buyer for the purpose of export without holding a valid export licence but subject always to the terms and conditions of such Trade Notice.

(c) Every contract in which final price is not named shall be construed as if the following clause was inserted therein, *viz.* :—

"The prices payable shall be within the range of the minimum and the maximum prices fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1956, in respect of Indian cotton produced during the cotton season 1962-63."

SCHEDULE

(Figures in brackets indicate the approximate

Description of Cotton Season 1962-63	Basic staple length in inches	Basic minimum price per quintal of 100 kgs	Basic maximum price per quintal of 100 kgs	"OFF" and "ON" Allowances for class other than basic class in Rupees		
				Good	Fully good	Fine
I	2	3	4	5	6	7
		Rs.	Rs.			
Moglai Jarilla . . .	25/32"	169 (602)	266 (947)	..	4 (14.22)	Basis
Vidarbha M.P. 197-3 . . .	27/32"	184 (655)	283 (1006)	..	4 (14.22)	"
Khandesh Virnar 197-3 . . .	27/32"	186 (662)	292 (1040)	..	4 (14.22)	"
Digvijay 'A' . . .	27/32"	208 (740)	320 (1138)	..	4 (14.22)	"
Digvijay 'B' . . .	26/32"	173 (615)	295 (1051)	..	4 (14.22)	"
Surti . . .	29/32"	224 (796)	340 (1210)	..	4 (14.22)	"
Punjab American 320F RGD . . .	27/32"	203 (723)	302 (1075)	..	4 (14.22)	"
Punjab American 320F SGD . . .	27/32"	214 (762)	316 (1125)	..	4 (14.22)	"
Punjab American 216F RGD . . .	28/32"	210 (750)	329 (1170)	..	4 (14.22)	"
Punjab American 216F SGD . . .	28/32"	232 (826)	343 (1220)	..	4 (14.22)	"
Westerns . . .	26/32"	180 (641)	286 (1080)	..	4 (14.22)	"
Karunganni . . .	28/32"	204 (725)	311 (1105)	..	4 (14.22)	"
Dholleras . . .	24/32"	166 (591)	257 (915)	..	4 (14.22)	"
Pratap . . .	*24/32"	163 (580)	254 (905)	..	4 (14.22)	"
Bengal Deshi . . .	..	143 (509)	230 (819)	14 (49.79)	7 (24.89)	"
Oomras . . .	20/32"	157 (559)	237 (845)	..	4 (14.22)	"
Mathia and Mungari . . .	..	147 (523)	232 (826)	..	4 (14.22)	"
Buri Amrican . . .	29/23"	211 (751)	308 (1096.34)	..	4 (14.22)	"
L. 147 . . .	31/32"	245 (872)	355 (1264)	..	4 (14.22)	"
Gaorani 6 and 12 . . .	28/32"	207 (739)	315 (1122)	..	4 (14.22)	"
Kalyan . . .	25/32"	169 (602)	280 (997)	..	4 (14.22)	"

"A"

price in Rupees per candy of 784 lbs.)

"OFF" Allowance
for staple below in "ON" Allowances for staple above basic staple in
basic staple in Rupees.

Super Fine]	Extra Super Fine	2/32"	1/32"	1/32"	1/32"	3/32"	4/32"	5/32"
8	9	10	11	12	13	14	15	16
(14.22)	8 (28.45)	11 (39.17)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	...	...
4 (14.22)	8 (28.45)	12 (42.74)	6 (21.34)	7 (24.89)	14 (49.79)	22 (78.22)	...	...
4 (14.22)	8 (28.45)	12 (42.74)	6 (21.34)	7 (24.89)	14 (49.79)	25 (88.90)	...	...
4 (14.22)	8 (28.45)	13 (46.23)	7 (24.89)	8 (28.45)	19 (67.57)	25 (88.90)	...	...
4 (14.22)	8 (28.45)	11 (39.12)	6 (21.34)	7 (24.89)	14 (49.79)	23 (81.79)	...	...
4 (14.22)	8 (28.45)	19 (67.57)	11 (39.12)	7 (24.89)	14 (49.79)	23 (81.79)	...	...
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	...	...
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	...	...
4 (14.22)	8 (28.45)	17 (60.46)	8 (28.45)	11 (39.12)	18 (64.01)	25 (88.90)	34 (120.91)	...
4 (14.22)	8 (28.45)	17 (60.46)	8 (28.45)	11 (39.12)	18 (64.01)	25 (88.90)	34 (120.91)	...
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	28 (99.57)	...
4 (14.22)	8 (28.45)	15 (53.34)	7 (24.89)	7 (24.89)	13 (46.23)	21 (74.67)	29 (103.12)	...
4 (14.22)	8 (28.45)	11 (39.12)	6 (21.34)	6 (21.34)	13 (46.23)	...	...	...
4 (14.22)	8 (28.45)	14 (49.79)	7 (24.89)	6 (21.34)	13 (46.23)	20 (71.12)	28 (99.57)	...
14 (49.79)	28 (99.57)	...	...	...	...	...	...	...
7 (24.89)	13 (46.23)	11 (39.12)	6 (21.34)	6 (21.34)	13 (46.23)	...	...	...
7 (24.89)	13 (46.23)	...	...	...	...	...	...	...
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	7 (24.89)	14 (49.79)	22 (78.29)	...	...
4 (14.22)	8 (28.45)	...	10 (35.50)	18 (64.01)	28 (99.57)	45 (160)	...	...
4 (14.22)	8 (28.45)	14 (49.79)	8 (28.45)	6 (21.34)	13 (46.23)	...	...	...
4 (14.22)	8 (28.45)	11 (39.12)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	...	...

	1	2	3	4	5	6	7
			Rs.	Rs.			Basis
Jayadhar	.	.	28/32*	208 (743)	318 (1132)	...	4 (14.22)
Laxmi	.	.	29/32*	233 (830)	343 (1219)	...	4 (14.22)
Cambodia 'A'	.	.	1-1/32"	299 (1065)	415 (1475)	...	4 (14.22)
Cambodia 'B'	.	.	1"	256 (911)	372 (1325)	...	4 (14.22)
Cambodia 'C'	.	.	30/32"	238 (848)	347 (1236)	...	4 (14.22)

*Certified "Sanjay" recognised as such and possessing a staple length of not less

8	9	10	11	12	13	14	15	16
4 (14.22)	8 (28.45)	13 (46.23)	7 (24.89)	6 (21.34)	13 (46.23)	...	...	...
4 (14.22)	8 (28.45)	19 (67.57)	11 (39.12)	7 (24.89)	14 (49.79)	23 (81.79)	...	...
4 (14.22)	8 (28.45)	...	...	19 (69.79)	47 (169.36)	65 (229.82)	...	...
4 (14.22)	8 (28.45)	...	8 (28.45)	33 (117.48)	51 (180.00)	77 (279.00)	...	...
4 (14.22)	8 (28.45)	18 (64.01)	11 (39.12)	10 (35.50)	18 (64.01)	28 (99.57)	...	...

than 13/16" will however, be entitled to an additional premium of Rs. 10 per quintal.

NOTE I.—R. G. means Roller Ginned.

S. G. means Saw Ginned.

NOTE II.—In case of improved varieties of cotton approved by the State Department of Agriculture, if they are certified to have been grown in areas reserved by the Agriculture Department of the State concerned for the purpose of procuring pure seed for sowing and the crop has been duly rogued by removing off type plants, the basic maximum price specified in column (4) above for the particular description of cotton shall be deemed to be increased by Rs. 14.10 per quintal (Rs. 50 per candy). This increase will also be admissible in respect of "agmark" cotton bearing the Red Label (purity not less than 98 per cent.). For "agmark" cotton bearing the Black Label (purity not less than 95 per cent.), the maximum prices specified in column (4) above shall be deemed to be increased by Rs. 7.05 per quintal (Rs. 25 per candy).

NOTE III.—The prices of Bengal Deshi specified in Schedule "A" shall be increased by Rs. 9 per quintal (approximately Rs. 30 per candy) if it is saw-ginned.

NOTE IV.—The prices specified in Schedule "A" will be reduced for cottons which appear to have been deliberately mixed and/or deliberately watered. In such cases, the minimum and maximum prices shall be reduced by an appropriate amount to be determined by the Committee specified in Schedule "B" after examining the samples submitted for survey by the buyer or the seller.

SCHEDULE "B"

Shri R. G. Saralya,
C/o M/s. Narandas Rajaram and Co.,
Bombay.

Shri Jehangir P. Patel,
C/o M/s. Patel Cotton Co. Ltd.,
Bombay.

Shri A. B. Wadia,
C/o M/s. India United Mills Ltd.,
Bombay.

Shri Pratapsingh Mathuradas,
C/o M/s. Vishnu Laxmi Group of Mills,
Bombay.

Shri Hansraj Jivandas,
C/o M/s. Khimji Vishram & Sons,
Bombay.

Shri Tricumbdas Chhabildas,
C/o M/s. Thakersey Moolji Group of Mills,
Bombay.

Shri Manubhai N. Amersey,
C/o M/s. Amersey Damodar,
Bombay.

Shri R. D. Shah,
Cotton Adviser, Office of the Textile Commissioner,
Bombay.

ANNEXURE 'A'

Return in respect of purchase, deliveries and stocks of Indian Cotton for the fortnight ended.....

Full name of the Licence holder

Licence No. A

Address

INSTRUCTIONS

- (1) The quantity of cotton to be shown below shall include both the loose ginned cotton and pressed cotton and indicated in metric bales of 180 kgs. each.
- (2) The description of cotton given hereunder should not be altered, and details are to be furnished only for the description of cotton listed below.
- (3) The form below should be filled in and submitted to reach the Cotton Statistics Section, Office of the Textile Commissioner, Bombay, not later than the 7th or 22nd of the month as the case may be.
- (4) Figures under Columns (3), (4) and (5) shall include those relating to the licence-holder as well as his client.
- (5) Column (3) + Column (4) — Column (5) = Column (12) = Column (8) + Column (11).

Serial No.	Description	Actual stocks held on the last day of the current fortnight									
		Acrual stocks on purchase	Actual deliveries made dur-during the previous fortnight	Own A/c		Client's A/c		Total		Column (8) — Column (11)	
				Unsold	Sold but not delivered	Total	Unsold	Sold but not delivered	Total		
1	2	3	4	5	6	7	8	9	10	11	12

Details as per Schedule 'A'.

TOTAL

I do hereby declare that I have compared the above particulars with the records and books of my office and that they are, in so far as I can ascertain, accurate and complete.

Date

Place

Signature of the licence holder.

Sd/- R. DORAI SWAMY,
Textile Commissioner.

[No. F. 24(4)-Tex (A)/62.]

A. B. DATAR, Under Secy.

New Delhi, the 11th September 1962

S.O. 2893.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints *Shri R. Doraiswamy*, Textile Commissioner to the Government of India, Bombay, as Chairman of the Central Silk Board vice late *Shri W. R. Natu* and makes the following amendment in the notification of the Government of India in the Ministry of Commerce and Industry No. S.O. 799, dated the 7th April 1961, namely:—

In the said notification, under the heading 'Chairman', for *Shri W. R. Natu*, the following shall be substituted, namely:—

"*Shri R. Doraiswamy*."

[No. F. 22(1)/61-HS(2).]

R. KALYANASUNDARAM, Under Secy.

New Delhi, the 14th September 1962

S.O. 2894.—In exercise of the powers conferred by Section 4 of the Coir Industry Act, 1953 (45 of 1953) read with sub-rule (a) of rule 5 of the Coir Industry Rules 1954, the Central Government hereby makes the following amendment in this Ministry's notification No. S.O. 1840 dated 26th July, 1960, namely:—

For "Joint Registrar of Cooperative Societies, (Khadi & Village Industries Board), Orissa, Bhubaneswar", occurring at S. No. 3 under item (C) "Governments of principal coconut growing States", the following shall be substituted, namely:—

Joint Director of Industries (Khadi & Village Industries Board), Orissa.

[No. F. 42(2)/60-SSI(B).]

MELA RAM BHARDWAJ, Under Secy.

New Delhi, the 15th September 1962

S.O. 2895.—In exercise of the powers conferred by sub-section (3) of section 1 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby appoints the 22nd day of September, 1962 as the date on which the provisions of the said Act other than Chapter I, which has already come into force, shall come into force in the State of Jammu and Kashmir.

[No. 35(1)-TMP/FMC/62.]

C. S. RAMACHANDRAN, Jt. Secy.

ORDER

New Delhi, the 18th September 1962

S.O. 2896.—In exercise of the powers conferred by sub-clause (xi) of clause (a) of section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares manufactures and semi-manufactures of non-ferrous metals to be essential commodities for the purposes of the said Act.

[No. 4(8)MET/60.]

R. V. SUBRAMANIAN, Jt. Secy.

(Indian Standard Institution)

New Delhi, the 6th September 1962.

S.O. 2897.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1962, the Indian Standards Institution here by notifies that eighteen licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Serial No.	Licence No. and date	Period of Validity		Name and Address of the Licensee	Article (s) covered by the licence	Relevant Indian Standard(s)
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-1 8-8-1955	15-8-62	14-8-65	The Aluminium Industries Ltd., No.1, Ceramic Factory Road, Kundara.	Steel-Cored and Plain Stranded Aluminium Conductors of all types and sizes specified in IS:398-1961.	IS: 398-1961 Specification for Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes (Revised).
2	CM/L-95 4-8-1958	15-8-62	14-8-63	The National Electrical Industries Ltd., Industrial Estate Lalbaug, Bombay-12.	Three-Phase Induction Motors, from 1 hp to 10 hp.	IS:325-1959 Specification for Three phase Induction Motors (Revised)
3	CM/L-136 3-8-1959	17-8-62	16-8-63	M/s. Liberty Chemical Works, Nagardas Road, Nagra West, Andhari (East), Bombay.	Sodium Thiosulphate, Photographic Grade.	IS:246-1957 Specification for Sodium Thiosulphate (Revised).
4	CM/L-137 3-8-1959	17-8-62	16-8-63	The Assam Railways & Trading Company Limited, Margherita, Assam.	Tea-Chest Plywood Panels	IS:10-1953 Specification for Plywood Tea-Chests (Revised).
5	CM/L-200 15-6-1960	15-8-62	14-8-63	M/s. Bharat Pulverising Mills Private Ltd., 589, Thiruvo- ttriyur High Road, Madras-19.	DDT Dusting Powders	IS:564-1961 Specification for DDT Dusting Powders (Revised).
6	CM/L-202 15-6-1960	15-8-62	14-8-63	M/s. Bharat Pulverising Mills Private Ltd., 589, Thiruvo- ttriyur High Road, Madras-19.	BHC Dusting Powders	IS:561-1958 Specification for BHC Dusting Powders (Revised).
7	CM/L-208 29-7-1960	15-8-62	14-8-63	M/s. Bengal Chemical & Pharmaceutical Works Limited, 6, Ganesh Chunder Avenue, Calcutta.	Naphthalene	IS:539-1955 Specification for Naphthalene.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
8	CM/L-312 25-8-1960	1-9-62	31-8-63	Messrs Cassava(India), 122-B, Tea-Chest Metal Fittings Raja Dinerha Street, Calcutta-4.		IS:10-1953 Specification for Ply wood Tea-Chests (Revised)
9	CM/L-216 29-8-1960	1-9-62	31-8-63	Messrs Fort Gloster Industries Ltd., 14, Netaji Subhas Road, Calcutta.	Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (250 and 660 Volts Grade only)	IS:434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Po- wer and Lighting (For Working Voltages Up to and Including 11 KV) (Tentative)
10	CM/L-294 28-4-1961	6-8-62	5-8-63	M/s Davidyal (Sales) Private Ltd., Gupta Mills Estate, Reay Road, Darukhana, Bombay-10.	Endrin Emulsifiable Concen- trates.	IS:1310-1958 Specification for Endrin Emulsifiable Concentra- tes
11	CM/L-303 30-5-1961	6-8-62	5-8-63	M/s. Davidyal (Sales) Private Ltd., Gupta Mills Estate, Reay Road, Darukhana, Bombay-10.	DDT Water Dispersible Powder Concentrates.	IS:565-1955 Specification for DDT Water Dispersible Powder Con- centrates
12	CM/L-320 18-7-1961	1-9-62	31-8-63	Messrs R.S. Brothers, Bakshiji ka Chowk, Jaipur.	Bicycle Frames	IS: 623-1955 Specification for Bicycle Frames (Tentative)
13	CM/L-321 18-7-1961	1-9-62	31-8-63	Messrs Jaipur Cycle and Parts Industries, Shriji Ki Mori, Jaipur.	Bicycle Frames	IS:623-1955 Specficator for Bicycle Frames (Tentative)
14	CM/L-322 18-7-1961	1-9-62	31-8-63	Messrs Rajasthan Cycle Indus- tries (Regd.) Tripolia Bazar (Atish), Jaipur (Rajasthan).	Bicycle Frames	IS:623-1955 Specification Bicycle Frames (Tentative) for
15	CM/L-328 31-7-1961	15-8-62	14-8-63	The Metal Containers Private Ltd., Industrial Estate, Naini, Allahabad.	18-Litre Square Tins	IS:916-1958 Specification 18-Litre Square Tins for
16	CM/L-330 7-8-1961	15-8-62	14-8-63	M/s. Murarka Engineering Works, 28/37 Najafgarh Road, Industrial Area, New Delhi.	Spring Leaf and Leaf Spring for Automobile Suspension.	IS:1135-1957 Specification General Requirements for Leaf Springs for Automobile Sus- pension.

17	CM/L-332 10-8-1961	15-3-62	14-8-63	Messrs Tata-Fison Limited, Union Bank Building, Dalal Street, Fort, Bombay-1.	Endrin Emulsifiable Concent- rates.	IS 1310-1958 Specification for Endrin Emulsifiable Concent- rates.
18	CM L-333 24-8-1961	1-9-62	31-8-63	Messrs Tata-Fison Limited, Pandit Motilal Nehru Road, Jumna Kinar, Agra (U.P.).	DDT Dusting Powders	IS:564-1961 Specification for DDT Dusting Powders (Revised).

[No. MD/12:7.]

C. N. MODAWAL,
Head of the Certification Marks Division.

MINISTRY OF MINES & FUEL

New Delhi, the 15th September 1962

S.O. 2898.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby makes the following amendment to the Notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) No. S.O. 2587 dated the 25th October, 1961, namely:—

In the said Notification after the words, "Coal Controller", the words "or the Deputy Coal Controller Production," shall be inserted.

[No. C4-12(15)/61.]

S KRISHNASWAMY, Under Secy.

ERRATUM

New Delhi, the 10th September 1962

S.O. 2899.—In the schedule to the notification of the Government of India in the Ministry of Mines and Fuel No. S.O. 2151 dated the 9th July, 1962, published in Part II Section 3, Sub-section (ii) of the Gazette of India dated the 14th July, 1962, at page 2420 under the heading 'Remarks For "art" Read "Part".

[No. C2. 20(18)/62.]

P. S. KRISHNAN, Under Secy.

MINISTRY OF FOOD & AGRICULTURE
(Department of Agriculture)

New Delhi, the 14th September 1962

S.O. 2900.—The following draft of certain rules to amend the Myrobalan Grading and Marking Rules, 1962, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is published as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 30th September, 1962.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Rules

1. These rules may be called the Myrobalan Grading and Marking (Amendment) Rules, 1962.
2. In the Myrobalan Grading and Marking Rules, 1962—
 - (i) in Schedule I against item 3,—
 - (a) in column 1 after the words "Jubulpore Average" the words "or Genuine Jubulpore" shall be inserted;
 - (b) in column 2, after the expression "J. A." the expression "or G. J." shall be inserted.
 - (ii) in Schedule II,—
 - (a) in column 6, against item 2, after the words, brackets and letters "Jubulpore Average (J.A.)" the words, brackets and letters "or Genuine Jubulpore (G.J.)" shall be inserted.
 - (b) after item 3 and the entries relating thereto the following item and entries shall be inserted, namely:—

1	2	3	4	5	6
4. Crush No. 2	C. II	25 percent	30 percent	10 percent	Shall be made from whole nuts JII of Schedule I."

(iii) for Schedule V, the following Schedule shall be substituted, namely:—

"Schedule V

(see rule 5)

MAP OF INDIA



NOTE.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export."

(iv) in Schedule VI, the words "to the Government of India" wherever they occur shall be omitted.

[No. F. 17-2/61-AM.]

CORRIGENDA

New Delhi, the 12th September 1962

S.O. 2901.—In the notification of the Ministry of Food and Agriculture (Department of Agriculture) No. 17-2/61-AM dated the 30th April, 1962, containing the Cardamom Grading and Marking Rules, 1962 published as S.O. 1410 on pages 1085—1692 of the Gazette of India, Part II Section 3(ii) dated May 12, 1962:—

1. In rule 5. for "a label bearing a design" read "a label specifying the Grade designation and bearing a design";
2. In rule 7(1).—
 - (i) in the second line for "oraft" read 'raft';
 - (ii) in the fourth line, for "drytin" read 'dry tin';
 - (iii) in the fifth line, for 'water proof of craft paper' read 'water proof or craft paper'.
3. (1) In Schedule I, in the heading, for 'Grade, designations' read 'Grade designations';

- (ii) in the heading of column 4, for 'by weight Maximum' read 'by weight, Maximum';
- (iii) in the heading of column 5, for 'Diameter of holes in m.m. of the sieve on which retained' read '(Diameter of holes in m.m. of the sieve on which retained)';
- (iv) in the entry in column 7,—
 - (a) against the entry AGS of column 1, for 'Elettaria cardamom' read 'Elettaria cardamomum';
 - (b) the words beginning with 'having' in the entry against the entry AGS I of column 1 shall be read in continuation of the words 'in South India kiln dried' occurring in the said column 7;
 - (c) for 'green colour three cornered' against the entry AGS I of column 1, read 'green colour, three cornered';

4. In Schedule II,—

- (i) in the heading for 'Grade, designations' read 'Grade designations';
- (ii) in the heading of column 3, for 'capsules per cent by count' read 'capsules, per cent by count,';
- (iii) in the heading of column 4, for 'capsules per cent by count' read 'capsules, per cent by count,';
- (iv) in the heading of column 5, for 'capsules per cent by weight' read 'capsules, per cent by weight,';
- (v) in the heading of column 6, for 'Diameter of holes in m.m. of the sieve on which retained' read '(Diameter of holes in m.m. of the sieve on which retained)';
- (vi) in the entry in column 8,—
 - (a) for 'Elettaria Cardamom' occurring against the entry CC 1 of column 1, read 'Elettaria Cardamomum';
 - (b) for 'global shape skin ribbed' against the entry CC 3 of column 1, read 'global shape, skin ribbed';

5. In Schedule III,—

- (i) in the heading, for 'Grade, designations' read 'Grade designations';
- (ii) in the heading of column 2, for 'capsules; per cent by count' read 'capsules, per cent by count,';
- (iii) in the heading of column 3, for 'capsules per cent by weight' read 'capsules, per cent by weight,';
- (iv) in the entry in column 6,—
 - (a) in the heading for 'General characteristics', read 'General characteristics';
 - (b) for 'Elettaria cardamomum.' occurring against the entry BL1 of column 1, the words 'Elettaria cardamomum.' shall be substituted;
 - (c) the words beginning with 'Global' occurring against entry BL3 of column 1 shall be read in continuation after the words 'from pale cream to white' in the entry occurring immediately above.

6. In Schedule IV,—

- (i) in the heading for 'LEACHABLE' read 'BLEACHABLE';
- (ii) in the heading of column 3, for 'capsules per cent by count' read 'capsules, per cent by count,';
- (iii) in the heading of column 4, for 'capsules per cent by weight' read 'capsules, per cent by weight,';
- (iv) in the entry in column 7,—
 - (a) for 'grown in Mysore State with a reasonable' occurring against the entry BW1 of column 1, read 'grown in Mysore State with a reasonably,';
 - (b) the words beginning with 'uniform' occurring against the entry BW2 in column 1 shall be read in continuation after the words immediately above.

7. In Schedule V,—

- (i) in the heading of column 3, for 'Extraneous matter per cent by weight' read 'Extraneous matter, per cent by weight,';
- (ii) in the heading of column 4, for 'Light seeds per cent by weight' read 'Light seeds, per cent by weight,';
- (iii) in the entry in column 6, the words beginning with 'State' against the entry AS2 of column 1, shall be read in continuation after the immediately preceding word 'Kerala' occurring against the entry AS1 of column 1.

8. In Schedule VI,—

- (i) in the heading of column 3, for 'Extraneous matter per cent by weight' read 'Extraneous matter, per cent by weight,';
- (ii) in the heading of column 4, for 'Light seeds per cent by weight', read 'Light seeds, per cent by weight,';

[No. F.17-12/61-A.M.]

V. S. NIGAM, Under Secy.

(Department of Agriculture)
(I.C.A.R.)

New Delhi, the 10th September 1962

S.O. 2902.—In pursuance of Section 4(h) of the Indian Oilsseeds Committee Act 1946 (9 of 1946), the Central Government hereby appoint Shri K. S. Subramanya Gounder, M.L.A., President, Co-operative Marketing Society, Tiruchengode, Salem District, Madras State, as a member of the Indian Central Oilseeds Committee, for the period ending 31st March, 1965.

[No. 8-35/62-Com. II.]

N. K. DUTTA, Under Secy.

(Department of Agriculture)
(I.C.A.R.)

New Delhi, the 12th September 1962

S.O. 2903.—The following draft of Certain Rules further to amend the Indian Lac Cess Rules, published under the Notification of the Government of India in the late Department of Commerce (Tariffs) No. 599-T(12), dated the 1st August, 1931, which certain proposes to make in exercise of the powers conferred by section 8 of the Indian Lac Cess Act, 1930 (24 of 1930) and after consultation with the Indian Lac Cess Committee is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby and given that the said draft will be taken into consideration on or after the 5th October, 1962.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Rules

1. These rules may be called the Indian Lac Cess (Amendment) Rules, 1962.
- 2 For sub-rule (2) of rule 13 of the Indian Lac Cess Rules, the following sub-rule shall be substituted, namely:—

"(2) A member of the Committee, who is not in the service of the Government shall be entitled to draw in respect of any journey performed by him for the purpose of attending a meeting of the Committee or of a duly constituted sub-committee thereof such travelling and daily allowances as would be admissible in respect of such journey to officers of the first grade serving under the Central Government. He shall also be entitled to (i) full daily allowance for one day previous to the commencement of meeting, if he arrives at the place of meeting in the fore-noon of the day previous to the day of the meeting and for one day after its termination, if he actually leaves the place of the meeting at 12 noon or in the afternoon of the following day or (ii) half daily

allowance for the day preceding and/or for the day following the meeting, if he arrives at the place of the meeting at 12 noon or in the afternoon of the day preceding the day of the meeting and/or he departs therefrom in the forenoon of the day following the day of the meeting."

[No. 3-15/62-Com. IV.]
J. VEERA RAGHAVAN, Under Secy.

MINISTRY OF WORKS, HOUSING & SUPPLY
(Department of Rehabilitation)
(Office of the Chief Settlement Commissioner)

New Delhi, the 11th September 1962

S.O. 2904.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri K. L. Sachdeva as Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his office.

[No. 6(13)ARG/62.]

New Delhi, the 17th September 1962

S.O. 2905.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the Union Territory of Delhi, Shri Ram Kumar, Assistant Settlement Commissioner, in the office of the Regional Settlement Commissioner, New Delhi as Authorised Deputy Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with effect from the date he took over charge of his office.

[No. 5(9)ARG/62.]

S.O. 2906.—In exercise of the powers conferred by Sub-Section (i) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Ram Kumar in the office of the Regional Settlement Commissioner, New Delhi as Assistant Settlement Commissioner for the purpose of performing the functions assigned to such officer by or under the said Act with effect from the date he took over charge of his post.

[No. 5(9)ARG-62.]

KANWAR BAHADUR,
Settlement Commissioner (A) &
Ex-Officio Dy. Secy.

(Department of Rehabilitation)
(Office of the Chief Settlement Commissioner)

New Delhi, the 13th September 1962

S.O. 2907.—In exercise of the powers conferred on me by Sub-Section (3) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I, Shri P. N. Bhanot, Settlement Commissioner hereby delegate my powers to verify Rehabilitation Grant Applications received under Rules 95 and 96 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 to Shri Krishan Lall Wason, Settlement Officer from the date he took over charge of his office.

[No. 6/11/ARG-62.]
P. N. BHANOT,
Settlement Commissioner.

MINISTRY OF HEALTH

New Delhi, the 31st August 1962

S.O. 2908.—Whereas an application has been made to the Central Government by the members of the Association of the Pasteur Institute of India that both the moveable and immoveable properties of the Institute specified in the Schedule

below be vested in the Treasurer of Charitable Endowments for India for utilisation on the following objectives for which the Association was originally set up:—

- (1) The treatment of persons suffering from injuries inflicted by rabid animals.
- (2) The establishment of an institution (i) for the treatment of persons suffering from injuries inflicted by rabid animals and (ii) for the study, diagnosis, practice and teaching of bacteriology in all the branches, especially with reference to the diseases of men, animal and plants.
- (3) The investigation of tropical diseases and the practical application of bacteriological methods to the prevention and cure of disease.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government hereby directs that the said properties shall be vested in the Treasurer of Charitable Endowments for India.

SCHEDULE

Immovable property

1. Anti-Rabies Research Centre Building, Kasauli.	Occupied by the Central Research Institute, Kasauli.
2. Lady Linlithgow Sanatorium Building, Kasauli.	Occupied by the T.B. Association of India.
3. Shelton Lodge, Kasauli.	Vacant.

Assets

(a) Cash			
(i) Cash in hand	0·43		
(ii) Cash in bank as on 31-8-61	22,268·55		22,268·98
(b) Investments			
(i) 4% loan	110,900·00		
(ii) 3% loan	66,900·00		
(iii) 12-year National Plan Savings Certificates	15,000·00		1,92,800·00
			2,15,068·98

(c) Income

(i) Annual rent from the T.B. Association of India on account of Lady Linlithgow Sanatorium Building, Kasauli	100·00
(ii) Interest on 4% loan	4,436·00
(iii) Interest on 3% loan	2,007·00
	6,543·00

[No. F. 14-28/61-Instt.]

A. P. MATHUR, Under Secy.

—
New Delhi, the 6th September 1962

S.O. 2909.—Whereas the House of the People (Lok Sabha) has elected from among its members Shrimati Sangam Laxmibai and Shrimati Ram Dulari Sinha to be the members of the Indian Nursing Council in place of Dr. N. C. Samant-sinh and Kumari Mothey Veda Kumari;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947), the Central Government

hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health, No. F. 27-57/57-MII(B), dated the 1st December, 1958, namely:—

In the said notification, under the heading "Elected under clause (o) of sub-section (1) of section 3" for the entries "(1) Dr. N. C. Samantsinhar, M.P., (2) Kumari Mothey Veda Kumari, M.P." the following entries shall be substituted, namely:—

- (1) Shrimati Sangam Laxmibai, M.P.,
- (2) Shrimati Ram Dulari Sinha, M.P."

[No. F. 27-28/62-MIL.]

R. MURTHI, Under Secy.

New Delhi, the 11th September 1962

S.O. 2910.—In exercise of the powers conferred by Sections 4 and 32 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby makes the following rules further to amend the Indian Medical Council Rules, 1957, namely:—

1. These rules may be called the Indian Medical Council (Amendment) Rules, 1962.

2. In the Indian Medical Council Rules, 1957, in rule 7, the following shall be inserted at the end, namely:—

"The register shall be brought up-to-date before posting. For this purpose, the Returning Officer shall give one month's notice to the Registrar, State Medical Council concerned who maintains the register in the State."

[No. F. 5-5/62-MI.]

B. B. L. BHARADWAJ, Under Secy.

New Delhi, the 11th September 1962

S.O. 2911.—In pursuance of Section 4(g) of the All India Institute of Medical Sciences Act, 1956 (25 of 1956) the Central Government hereby nominates professor A. R. Wadia, Member, Rajya Sabha, as a member of the All India Institute of Medical Sciences, New Delhi.

[No. F.5(IV)-22/61-HIL.]

BASHESHAR NATH, Under Secy.

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 10th September 1962

S.O. 2912.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shrimati Mahmooda Haja Shareef, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. 11/4/62-FC.]

R. K. GOVIL, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th September 1962

S.O. 2913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Ghugus Colliery of Ballarpur Collieries Company and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-16 OF 1962

Employers in relation to the Ghugus Colliery of Ballarpur Collieries Company
AND
their workmen

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Employers: Shri S. V. Kanade, Chief Personnel Officer.

For the workmen: Dr. D. P. Kawadkar, President with Shri V. R. Labde,
General Secretary, Maharashtra Colliery Workers' Union, Ballarpur.

Bombay, dated 30th August 1962.

INDUSTRY: Coal.

STATE: Maharashtra.

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 3/3/62-LR11, dated 22nd June 1962, made under section 10(1)(d) of the Industrial Disputes Act, 1947, was pleased to refer the industrial dispute between the parties abovenamed in respect of the following subject matters, specified in the schedule to the said order, to me for adjudication:—

SCHEDULE

"Whether the management of Ballarpur Collieries Co. was justified in transferring Shri R. M. Gadre from the post of Assistant Store Keeper of Ghugus Colliery to the post of Time Keeper in Sasti Colliery? If not, what relief should be given to him?"

2. The Ballarpur Collieries Company (hereinafter referred to as the Company) admittedly owns three collieries namely, the Ghugus, Sasti and Ballarpur Collieries. It is admitted that Shri R. M. Gadre, the workman whose transfer from the Ghugus to the Sasti Colliery, forms the subject matter of this industrial dispute, was working in the Stores Department of the Ghugus Colliery since 1956 and was appointed Assistant Store Keeper there on 1st July 1960, and that he was transferred to the Sasti Colliery to the post of Time Keeper by the Ghugus Colliery Manager's Order dated 16th April 1962. It is agreed and admitted that under the Award of the All India Industrial Tribunal (Colliery Dispute) as amended by the decision of the Labour Appellate Tribunal, both the posts of Assistant Store Keeper and Time Keeper have been classified in the clerical grade II for which the awarded pay scale is Rs. 40—3—57—4—93. The Union has claimed that Gadre had been confirmed in the post of Assistant Store Keeper, because he had worked in that post since 1st July 1960.

3. The Union's case is that Gadre by being transferred from Ghugus Colliery from the post of Assistant Store Keeper, to that of Time Keeper in the Sasti Colliery had been victimised for his trade union activities inasmuch as Gadre was the Branch Secretary at the Ghugus Colliery of the Maharashtra Colliery Workers' Union (hereinafter called the Union) which had been recently formed—having been registered on 25th July 1961 under registration No. 4041—and which, since its coming into existence, had raised a number of disputes—particularly at Ghugus Colliery. According to the Union, the immediate cause of his victimisation was that Gadre had through the Union submitted a representation to the Chief Inspector of Mines, Government of India, at Dhanbad, who is the proper authority for the purpose, putting forward a demand for payment of overtime wages to Gadre and for upgrading him because of increase in his work-load, after the management had denied this claim, though it had been recommended by the head of the Stores Department.

4. It appears that on 30th November 1961 Gadre had addressed a letter to the Company through the Store Keeper of the Ghugus Colliery (Ex. W. 1) recording that earlier, on 20th July 1961 he had addressed an application to the company setting forth his difficulties and requesting a revision of his grade; that as nothing was heard, he had addressed a reminder on 4th September 1961. In this letter Gadre had recorded that the volume of work was necessitating his having to work overtime for 3 to 4 hours every day, including Sundays and that unless a full time hand was available to stores, this state of affairs would continue. In this letter (Ex. W. 1) he lodged his formal claim for overtime wages

on an average of 3 hours daily, from 1st July 1959. In forwarding this letter to the company, the store keeper, Shri P. B. Vaidya, recommended Gadre's application for favourable consideration and endorsed as follows:—

"Forwarded to the Manager. It is a fact that Mr. R. M. Gadre has to sit extra hours every day to complete the work. I have seen him working even on Sundays fully for 8 hours many times. His case deserves consideration.

Sd./- P. B. VAIDYA,

Store Keeper,
Ghugus Colliery."

Now, the management, at the hearing of this dispute before me on 6th August 1962, has tendered an affidavit dated 2nd August 1962 of Shri P. B. Vaidya, in which he has stated that he had never asked Gadre to work overtime nor had he seen him work overtime. According to the statement made by him in this affidavit Gadre had, on 30th November 1961, brought one application to him (Vaidya) with an endorsement already typed out, meant to be signed by him and that Gadre had represented that the application was a request for grant of an increment to him, and that believing that representation he had signed that endorsement, without reading it. He has stated in his affidavit that it was not true that Gadre was working overtime and that had he (Vaidya) known that Gadre wanted him to certify that he was working overtime, he would not have signed the recommendatory endorsement. The endorsement is typewritten and Dr. D. P. Kawadkar, President of the Union, at the hearing of this dispute before me, has not denied that the endorsement was typed out, along with Gadre's application. But this story of the store keeper, Shri Vaidya having signed the recommendation extracted above, without reading it has been put forward for the first time only in the letter of the manager, Ghugus Colliery to the Head Office dated 11th April 1962 (Ex. E-3). I find it difficult to believe that the Store Keeper could have signed such a categorically worded endorsement in which it was stated that Gadre was working overtime not only every day, but was working the full day on Sundays, believing it to be an application for special increment. Besides, the affidavit was tendered only at the hearing on 7th August 1962 and Shri Vaidya was not kept present or tendered by the company for cross-examination by the Union. The affidavit of Shri Vaidya can, therefore, have hardly any evidentiary value on the point. I am, therefore, inclined to agree with Dr. Kawadkar, the President of the Union, that the statements contained in the affidavit of the store keeper, Vaidya, are an after thought. There is also contradiction in the version as to how Vaidya came to sign this endorsement as contained in Vaidya's affidavit of 2nd August 1962, where Vaidya has stated that he signed the endorsement, "without reading it", and the statement made by the manager of the Ghugus Colliery in his letter dated 11th April 1962 (Ex. E-3), where he has stated that Vaidya had told him that he had signed the endorsement "without properly going through the contents" of Gadre's application dated 30th November 1961. I am, therefore, inclined to the opinion that the Store Keeper's endorsement regarding Gadre having worked overtime was signed by him knowing the contents of his application to be correct.

5. It appears that earlier, by his representations dated 20th June 1960 (exhibit W-6) Gadre had pointed out to the management that since he joined the stores department on 28th August 1958 the work in that department had increased considerably and that he was also working in the place of the store keeper; that he had been able to discharge his duties only by sitting for late hours at times. He stated that he was working in the place of Shri Wavdalkar whose designation was Assistant Store Keeper whereas his designation still remained unchanged. He, therefore, prayed that he may be designated as assistant store keeper and that considering the responsibility of the work he was doing he should be granted some increase in his pay with retrospective effect. It appears that it was on this representation that Gadre was designated as Assistant Store Keeper and given a special increment of Rs. 4/- . Gadre had later made a claim for increments and overtime wages and by letter dated 25th January 1962, [exhibit W-4—Exhibit E-3(b)] addressed to the company at Nagpur he expressed his regret at the management's inability to appoint him to grade I and at having retained him in grade II as Assistant Store Keeper and having granted him a special increment of Rs. 4/- only effective from 1st January 1962. In that letter he prayed for his pay being fixed at Rs. 93/- the maximum of grade II. He pointed out that there was less staff in the stores in the Ghugus than in the Ballarpur Colliery and he gave details of the number of staff working in the stores department of those two collieries. He also pointed out that the work in the stores department of the two collieries was different and how he had in the previous

correspondence drawn the attention of the management to engage extra hands. He stated that in order to finish his work he had to do overtime work of three to four hours a day including Sundays and holidays and he claims as stated in his letter of 30th November 1961 (exhibit W-1) that he should be sanctioned overtime wages for an average of 3 hours daily from 1st July 1959 and that the management had in their letter not dealt with this point. He also claimed that he should be granted a special increment. Evidently, there was no satisfactory response to this representation and on 13th March 1962 Shri V. R. Labde, the General Secretary of this union, addressed a letter No. 89/62 (Ex. W-3), to the Chief Inspector of Mines in India at Dhanbad complaining about non-payment of overtime wages to Gadre and asking for a revision of his grade. In that letter the union secretary stated as follows:—

“Normally he is required to work 3 to 4 hours overtime and many a time he is occupied on Sundays full 8 hours, but unfortunately no such overtime is recorded by the management nor have they cared to maintain attendance register for overtime which is quite obligatory on their part under the statutory rules in Form 1, sub-section (4) of Section 33 of the Mines Act, 1952.

It is, therefore, prayed that he be paid overtime wages on an average of 3 hours daily from 1st July 1959 and he be upgraded suitably. For your kind perusal I am enclosing herewith copies of applications dated 30th November 1961 with endorsement thereon of the Store-Keeper certifying overtime work done by Shri R. M. Gadre and application dated 25th January 1962 addressed to his employers.

Thanking you,

Yours faithfully,
Sd/- V. R. LABDE,
General Secretary,
Maharashtra Colliery Workers' Union,
Ballarpur.”

A copy of this representation was also forwarded to the Regional Inspector of Mines, Parasia Inspection Region, Parasia, for necessary action and early redress.

6. It appears that on 13th March 1962 the General Secretary of the union had also addressed another complaint to the Chief Inspector of Mines in India at Dhanbad (Ex. W-9) complaining that the clerical staff and all the other workers above ground at the Ghugus Colliery were paid overtime wages only at single rates whilst under circular No. G.S.R. 660 of August 1960 of the Government of India, Ministry of Labour and Employment, New Delhi, these above ground workers were entitled to double overtime rate, and he specifically cited the case of one Shri J. V. Dange, a clerk, who had been paid overtime at single rate in the month of January 1960. He further prayed that this anomaly be removed and payment of overtime at double rates should be made to all workers who had worked overtime from the month of August 1960. Copies of this letter were forwarded to (1) The Regional Inspector of Mines, Parasia Inspection Region, Parasia; (2) The Conciliation Officer (Central), Nagpur and (3) The Ballarpur Collieries Company, Nagpur for favour of early action and redress.

7. It appears that upon receipt of the representations from the union dated 13th March 1962 referred to above, Shri G. S. Jabbi, Chief Inspector of Mines in India at Dhanbad, wrote a letter dated 31st March 1962 to the Manager, Ghugus Colliery, forwarding copies of three letters addressed to him dated 13th March 1962 by the Union's Secretary and asking for his comments thereon at an early date. [See exhibit E-3(a)].

8. Now, the company's case is that on receipt of this communication from the Chief Inspector of Mines the Manager of the Ghugus Colliery addressed a letter dated 11th April 1962, to the Company at Nagpur in which he gave his comments on the union's said representations to the Chief Inspector of Mines and requested the head office to reply suitably to the Chief Inspector of Mines from Nagpur, with copy to him. With regard to the union's letter No. 89/62 dated 13th March 1962 (Ex. W-3) for payment of overtime dues to Shri Gadre the Manager of the Ghugus Colliery denied that Gadre had worked overtime or that he was entitled to be put on the maximum of the scale of grade II clerks, and he stated that he could not recognise Gadre's claim for overtime. He further stated that he had enquired of Shri Vaidya who had endorsed Shri Gadre's application dated 30th November 1961 for overtime payment and Shri Vaidya had told him that he had signed the endorsement because it had already been typed out and without

reading it properly. He concluded his remarks dated 11th April 1962 (exhibit E-3) on Shri Gadre's claim in these words:—

"In the end we would say that the case of Mr. Gadre is bogus, motivated and wholly fictitious. It would be dangerous to have such persons in our organisation who may stealthily do things and, at a later date, create unnecessary harassment to the Manager."

It is the company's case that this letter of the Manager of Ghugus Colliery reached their head office on 14th April, 1962. But in the meantime, surprising as it may seem, also on 11th April, 1962 the Personnel Officer of the Ballarpur Collieries Company at Nagpur, Shri S. V. Kanade (E.W. 1) wrote to the Manager, Sasti Colliery as follows (exhibit E-1):—

"Subject:—Transfer of Staff.

Dear Sir,

Shri D. K. Bandi, Clerk Grade II at your Colliery is transferred to Ghugus Colliery in the same grade.

The services of Shri R. M. Gadre are transferred from Ghugus Colliery to Sasti Colliery in the same grade in place of Shri D. K. Bandi. The Manager Ghugus Collieries is being instructed to relieve Mr. Gadre to join at Sasti Colliery, and then Shri Bandi should be relieved.

Yours faithfully,

Sd/-

Personnel Officer.

Copy to the Manager, Ghugus Collieries for information and compliance."

9. It is the company's case that it was on receipt of this letter of 11th April, 1962 that the Manager of the Ghugus Colliery issued his order dated 16th April, 1962 (exhibit W-2) transferring Shri Gadre to Sasti Colliery. The order is a short one and may well be extracted:—

"To Shri R. M. Gadre,
Assistant Store Keeper,
Ghugus Collieries.

Dear Sir

Transfer

You are transferred to Sasti Colliery and are directed to proceed there as soon as you have packed your belongings in 2-3 days time.

Yours faithfully,

Sd/- Manager,
Ghugus Collieries.

Copy to:—

(1) The Manager,
Sasti Colliery.

Exact date of Shri Gadre leaving Ghugus will be intimated later.
Service particulars of Shri Gadre would follow.

(2) The H. Q. Nagpur in acknowledgment of their 217/SS/3107 dated 11th April, 1962."

10. It is this order of transfer which has been challenged by the union and the union's main case against it is that it is an act of victimisation against Gadre for his trade union activities and because the union had made a claim for payment of overtime wages to Gadre and for payment of overtime at double the rate to the clerical staff and all other workers above ground, and not at single rate as was illegally and invalidly being done at the Ghugus Colliery.

11. Before I deal with the respective contentions of the parties, I might as well here deal with the remaining documents on record.

12. It appears that on 24th April, 1962 Shri Jabbi the Chief Inspector of Mines addressed a letter to the Superintending Engineer, Ballarpur Collieries Co., Nagpur, with copy endorsed to the union, in which he recorded that the Manager, Ghugus Colliery in his letter dated 14th April, 1962 to him had stated that the

comments on the representation made by the union had been forwarded to the Superintending Engineer and he was requested to send the same to the Chief Inspector of Mines at an early date (exhibit W-5). The union has also relied upon the resolution passed at the meeting of the Ghugus branch of the union held on 17th December, 1961 (Ex. W.7) in which the grievances of the staff of the Ghugus Colliery were recorded. The minutes also recorded the grievances of the stores department staff. Copies of the resolution were forwarded to the Head Office of the Ballarpur Collieries Company and the Manager, Ghugus Colliery for favour or information and early action. The management, has, however, denied receipt of a copy of this resolution. Be that as it may, the union has also relied upon its letter dated 19th April, 1962 addressed by its President to the Chief Inspector of Mines in India at Dhanbad, in which he referred to his having sent a telegram earlier, in which he had stated that Gadre's transfer to Sasti Colliery was an act of victimisation, and that it had caused considerable dissatisfaction amongst the workers and in which he requested to have the transfer order cancelled. In his letter he stated that since the union had complained to him, the Chief Inspector of Mines, by its letter dated 13th March, 1962 and as the Chief Inspector had addressed an enquiry on that matter to the management, the management had wilfully transferred Gadre to Sasti Colliery. The letter also prayed that the order of transfer be directed to be cancelled and that an extraordinary special meeting of the union was being called on 22nd April, 1962 to pass a resolution to that effect.

13. It appears that on being served with this order of transfer Gadre took some leave that was due to him and reported for duty at the Sasti Colliery on 7th May, 1962, where he was posted as Time Keeper.

14. At the hearing of this dispute before me on 6th/7th August, 1962 Dr. D. P. Kawadkar, President of the union gave evidence and Shri S. V. Kanade on behalf of the company examined himself.

15. I have given my anxious consideration to the oral and documentary evidence on record and to the submissions made by the parties and on the first issue under reference, I have, for the following reasons, come to the conclusion that the management of the Ballarpur Collieries Company was not justified in transferring Gadre from the post of Assistant Store Keeper in the Ghugus Colliery to the post of Time Keeper in Sasti Colliery.

16. It is admitted that Gadre was the branch secretary of the union at Ghugus Colliery. I am satisfied that he had been an active secretary of the Branch of the Union at Ghugus and that the majority of the industrial disputes raised by this union—six out of nine—from amongst the three Collieries of this company—had been with regard to the grievances of the Ghugus Colliery's workers since this Union was formed in August 1961. I am satisfied that the management knew that Gadre was the Branch Secretary of the Union. It may be that all those disputes may not have been referred to adjudication but the fact remains that those disputes were raised and at least two of these 9 disputes had resulted in the management conceding certain demands of the workmen. It is no doubt true that an employee who is a union secretary is in no better position than any other employee in the matter of his conditions of service or the matter of transfer and that because the employee is an office-bearer of the union the management's right to transfer him is not taken away (1954 L.A.C. page 903—S. M. Mukherjee vs. Kemp & Co.). It is also now a well recognised principle that the management has the right to transfer an employee from one concern of the management to another, but such transfer must be bona fide. But the question to consider is whether the transfer of Gadre was a bona fide act of the management in the ordinary conduct of its business or whether it was tinged with mala fide. In most cases, where the transfer of an active trade union worker is challenged, the question whether the transfer was bona fide or mala fide can only be decided on the circumstantial evidence on record. It does appear to me that there is substance in the union's contention that the management suddenly transferred Gadre to Sasti Colliery, because he and the union had made representations to the Chief Inspector of Mines claiming overtime wages for Gadre and had drawn attention to the fact that in the Ghugus Colliery the clerical and above ground workers were being paid overtime at a single rate instead of at double the rate to which they were legally entitled. (Ex. W. 3 and Ex. W.9). As I have shown from the correspondence, the union had written to the Chief Inspector of Mines as early as on 13th March 1962 three letters in one of which it has specifically asked for redress of the grievances of Shri Gadre and in which it had made a claim for payment of overtime wages to him. The

Chief Inspector of Mines had thereupon written to the Manager, Ghugus Colliery asking for his explanation. That letter should normally have reached the Manager of the Ghugus Colliery within a few days. It is, therefore, clear that the manager of the Ghugus Colliery had by the time the head office issued its letter of 11th April, 1962 and the Manager of the Ghugus Colliery issued the transfer order of 18th April, 1962, been well aware that the union had made a claim before the Chief Inspector of Mines for payment of overtime wages to Gadre and for payment of overtime wages at double the rate. This is, in my opinion, an important circumstance. The fact that the union had made these claims to the Chief Inspector of Mines, had come to the knowledge of the Manager of the Ghugus Colliery prior to his issuing the letter of 18th April, 1962 is admitted. It has, however, been argued on behalf of the management and Shri S. V. Kanade the Personnel Officer of the company in his evidence has so stated, that he (Shri Kanade) had no knowledge of the representations which the union had made on behalf of Gadre to the Chief Inspector of Mines in India when he issued his letter of 11th April, 1962 to the Manager, Sasti Colliery directing the transfer of Gadre to Sasti Colliery as Time Keeper (Ex. E. 1). It is, however, surprising that the head office instructions for transferring Gadre to the Sasti Colliery (Ex. E. 1) and the letter of the Manager, Ghugus Colliery to the head office (Ex. E. 3) which was written after receipt by him of the letter from the Chief Inspector of Mines, Dhanbad, dated 31st March, 1962, should both have been written on one and the same date i.e. 11th April, 1962. In any case, it is quite clear from the correspondence on record that the head office of the Colliery at Nagpur was well aware prior to 11th April, 1962 that a claim for overtime wages was being made on behalf of Gadre. It is also established that the management also knew that the union had by its letter No. 83/62 dated 13th March, 1962 (Ex. W. 9) addressed to the Chief Inspector of Mines of India, Dhanbad, a copy of that letter was forwarded by the union's Secretary to the Company at Nagpur, receipt of which the company has admitted, made a complaint to the Chief Inspector of Mines that in Ghugus Colliery the workmen were being paid overtime at single rate instead of at double the rate as prescribed by Government GSR/660 of August 1960. Shri S. V. Kanade (E. W. 1) in his evidence has admitted that that was so, but he says that that was done through a mistake. Shri Kanade in his evidence at first hesitated to admit that he knew before issuing his letter dated 11th April, 1962, directing transfer of Gadre to Sasti Colliery, that the union had made a claim for overtime at double the rate for the workmen of the Ghugus Colliery, but later had to admit that he knew of it before 11th April, 1962. The fact is also established that it was only after the union had complained to the Chief Inspector of Mines and had sent a copy of its representation to the Regional Inspector of Mines at Parasia that the company was made to pay its workmen overtime at double the rate—the excess amount which the company had to pay having been about Rs. 1,500/- No doubt, that was paid after the order of transfer against Gadre was issued. But the Union's representations claiming overtime at double the rates to the workmen of Ghugus Colliery, where Gadre was the Branch Secretary of the Union, were made prior to the date of the order transferring Gadre to the Sasti Colliery. It is, therefore, clearly established that Gadre's activities as Branch Secretary of the Union at Ghugus immediately prior to his transfer were such as to have caused displeasure to the management.

17. There is yet another factor which has to be borne in mind and that is that whilst Gadre was working and was designated as Assistant Store Keeper in the Ghugus Colliery he has on being transferred to the Sasti Colliery given the post of Time-keeper. The union's contention is—and I think there is substance in this contention—that the transfer as time keeper, has been prejudicial to Gadre, because his chances of being promoted as Store Keeper have been adversely affected. The management has, on the other hand, argued that as both designations—Assistant Store-keeper and Time Keeper—have been classified by the Majumdar Award as modified by the decision of the Labour Appellate Tribunal, in the clerical grade II, which has a common pay scale, there has been no change in the conditions of service of Gadre which can be said to be prejudicial to him. Now, under the Majumdar Award there are about 50 clerical designations which have been classified in category II for clerks. I have the submissions of the parties on the duties of the Time keeper and of Assistant Store Keeper and I have not the least doubt in my mind that by and large the duties of an assistant store keeper must be considered to be more responsible than those of a time-keeper and I am satisfied that there is a substance in the union's contention that by being transferred to the Sasti Colliery as a time keeper, Gadre has suffered in his chances of being appointed as store-keeper when a

vacancy of a store-keeper occurs in any one of the three collieries of the company. It is most significant that this is the first instance in the company where a workman has been transferred from one colliery to another colliery to a designation or post other than the one he was holding prior to his transfer. It is not denied that even in the Sasti Colliery there is a post of Assistant Store Keeper.

18. The union has pointed out that Shri D. K. Bandi, clerk grade II who was transferred from Sasti Colliery was also an office bearer of the union and that by transferring Gadre from Ghugus to Sasti and Bandi from Sasti to Ghugus Colliery the management was—to use an expression of the President of the union—trying to kill two birds with one stone inasmuch as they were transferring to different collieries, two active trade union workers from their respective spheres of activity.

19. Besides, there is no reasonable explanation forth coming as to how the Chief Personnel Officer at all come to issue these Transfer Orders—and much less how he came to issue them on 11th April, 1962. I am not satisfied with Shri Kanade's explanation that the transfers were decided upon when he had last visited the Sasti Colliery in March or April 1962—and that it was then decided to transfer Gadre, to prove that the Assistant Store Keeper's work could be done, without overtime work having to be done. If these questions had been discussed, then surely there would have been some correspondence on the question between the head office and the Managers of the Sasti and Ghugus Colliery. The evidence of Shri S. V. Kanade on this point is unconvincing and unsatisfactory. It is also significant that whilst the relevant standing order provides that reasonable notice shall be given to an employee before he is transferred, in this case, Gadre was given only 2 or 3 days within which to pack his things and go to Ghugus. I agree with Dr. Kawadkar's contention that this shows that the company's attitude was to harass Gadre as much as possible and that it decided to remove him from Ghugus Colliery no sooner it came to know that he had made a representation to the Chief Inspector of Mines.

20. The union has further argued that whilst at Ghugus Colliery Cadre was being allowed the use of quarters which are bigger and have more facilities than the quarters allotted to him at Sasti. At the hearing the parties have given me the details of the accommodation allotted to Gadre at both the collieries and there is no doubt that the accommodation occupied by Gadre at Sasti Colliery is smaller and has less facilities than what he had at Ghugus Colliery. The management has, however, pointed out that the other clerks grade II occupy the same type of quarters which Gadre is occupying at the Sasti Colliery. I am, therefore, not satisfied that this can be said to have materially adversely affected Shri Gadre though there is an element of his not getting the same facilities in his quarters at Sasti as in Ghugus Colliery. In this connection Shri Kanade has relied upon the decision in the case of the Patan Electricity Company Ltd. vs. Patna Electric Supply Co. Workers' Union (F.T.R. 1959-60 page 210), where it was held that it was no obligation of the employers to provide accommodation to its employees. Though in my opinion this authority would not apply in the present case inasmuch as it is admitted that provision of quarters is already one of the facilities which the employees in the collieries of this company enjoy, I would hold that this grievance of regarding provision of similar quarters at Sasti Colliery as in the Ghugus Colliery, does not impress me as having much substance.

21. The management has stated that this union does not represent a substantial number of its employees and has a meagre membership compared to the total number of its employees in its three collieries. Dr. Kawadkar has, however, explained that this union only represents the monthly staff—clerical and technical—in the three collieries and that its membership amongst this class of employees was about 90 per cent of the total. I am, therefore, satisfied that this union represents the clerical and other staff employed in the three collieries and that it had the necessary representative capacity to raise this dispute on behalf of Cadre who was its branch secretary at Ghugus Colliery.

22. In the result, for the reasons stated above, I hold that the transfer of Gadre from Ghugus to Sasti Colliery from the post of Assistant Store-keeper to the post of Time-keeper was not justified and I answer the first issue in the Reference accordingly.

23. The next question to consider is what relief Gadre should be granted. It has been urged on behalf of the management that as the transfer of Gadre has already taken place and he has been working at the Sasti Colliery from May

1962 it will not be in the interest of industrial peace now to cancel his transfer order. Dr Kawadkar on the other hand has argued that his union adopted a constitutional method in advising Gadre to submit to the order of transfer and in deciding to challenge its justification by raising an industrial dispute and taking it to the Conciliation Officer and ultimately getting it referred to adjudication, instead of advising the workers to take direct action i.e. resort to a strike. I do not accept the company's contention. In my opinion by Gadre having submitted to the order of transfer there would be no justification to entitle him to get the benefit of the finding which I have given viz., that his transfer is not justified. I therefore feel that the only proper order to make would be to direct that Gadre should be re-transferred to the Ghugus Colliery in his post of Assistant Store keeper and I direct that the company shall do so within a month of this award becoming enforceable.

23 Shri Kawadkar, the President of the union, has pressed for costs and has stated that the union had been put to considerable expense in fighting out this case which it had done on a matter of principle affecting an office-bearer of the union. I am satisfied that an order for costs against the company would be justified and I direct the company to pay Rs 100/- as costs to the union within a week of this award becoming enforceable.

Sd/-
 Sd/- (SALIM M MERCHANT)
 Presiding Officer,
 Central Government Industrial Tribunal,
 Bombay

[No 3/3/62-LRII]

S.O. 2914.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to Amarsingh Gowamal and Sons Tisra Colliery, P O Jharia, District Dhanbad and their workmen

BEFORE SHRI H K CHAUDHURI, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, PATNA.

REFERENCE No. 21/C/1962

Employers in relation to Amarsingh Gowamal and Sons, Tisra Colliery
 P O Jharia, District Dhanbad and their workmen

For the Employers—Shri S S Mukherjee Advocate and Shri D Narsingh Advocate.

For the Workmen—Shri Shankar Bose, Member Central Executive Committee of Colliery Mazdoor Sangh, Dhanbad

AWARD

Dated the 25th August, 1962

By Notification No 2/46/62-LRII, dated the 24th May, 1962, this industrial dispute between the employers in relation to Amarsingh Gowamal and Sons, Tisra Colliery, P O Jharia, District Dhanbad and their workmen has been referred by the Central Government to this Tribunal for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The specific matter in dispute as set out in the schedule to the notification is as follows—

Whether the action of the management of Amarsingh Gowamal and Sons, Tisra Colliery, P O Jharia, District Dhanbad, in stopping Shri Uday Mandal from work with effect from the 16th September, 1961 was justified? If not to what relief is he entitled?

2 The case of the union is that Uday Mandal was employed as a permanent miner in this colliery. The management is said to have been thoroughly annoyed with him as he along with several other workers of this colliery, had organised a union as a unit of the Colliery Mazdoor Sangh and had become the spokesman of the workers in regard to their grievances. It is said that on the 16th September 1961 the management suddenly put Uday Mandal off his work. It is asserted that this action of the management was wholly unjustified and the workman is entitled to be put back in his job with continuity of service and full wages for the entire period of his forced idleness.

3. The case of the management, on the other hand, is that on 15th September 1961 in the second shift this workman left his allotted working face and forcibly cut coal from the depillaring area in spite of the protest of the sirdar. It is said that this act of the workman not only constituted disobedience of a lawful order but was also a violation of the Mining Act and Regulations affecting the safety of the mine and the men working underground. A charge-sheet was accordingly issued to him on 16th September 1961. Uday Mandal submitted a reply denying the charge. Besides this workman three other workmen had also been charge-sheeted. Before the departmental enquiry into these charge-sheets could be taken up the Assistant Secretary, Tisra Branch of the Colliery Mazdoor Sangh, referred the dispute of the four charge-sheeted workmen including Uday Mandal along with some retrenched workmen to the Conciliation Officer (Central), Dhanbad. A discussion regarding the above dispute took place on 28th September 1961 between the union's representative and the management in presence of the Conciliation Officer in which the management, *inter alia*, agreed to re-appoint three of the charge-sheeted workmen except one, namely, Uday Mandal. It is alleged that in spite of the above agreement the Assistant Secretary, Tisra Branch, re-agitated and referred the dispute of Shri Uday Mandal and others by a letter dated the 27th October, 1961 to the Conciliation Officer (C), Dhanbad. On 20th November 1961 a conciliation proceeding was held between the union's representative and the management and the alleged dispute concerning Uday Mandal was left to the consideration of the management as agreed previously. It is submitted that the above agreement regarding Uday Mandal that he would not be reinstated is final, conclusive and binding on the parties and any dispute in that behalf can neither be re-agitated nor is legally maintainable.

4. It is beyond controversy that although a charge-sheet was drawn up against Uday Mandal no enquiry was actually held with regard to it. In the absence of any materials it is not, therefore, possible to hold that the workman was guilty of the charge framed against him. It is also beyond dispute that no orders terminating his services were passed by the management. The position, therefore, is that Uday Mandal has been kept under suspension for an indefinite period which is manifestly a contravention of the Standing Orders which provides for suspension of 10 days only.

5. The management, however, relies upon the agreement dated 28th September 1961 and 20th November 1961, and contends that on each of these occasions it was finally and conclusively decided that Uday Mandal would not be reinstated. It is, therefore, contended that the union is not entitled to re-agitate the dispute. As to what actually happened on 28th September 1961 the evidence of Shri Ghose, the Manager is as follows:—

"In that negotiation we considered the cases of several workmen out of whom some had been retrenched while four had been suspended. It was against these suspended workmen that charge-sheets were issued. It was agreed that we would take back all these workmen except one of the charge-sheeted workmen, namely, Uday Mandal."

This agreement was admittedly not reduced to writing. The Manager in this connection speaks of a confirmatory letter dated 18th April 1962 (Ext. E), which he is said to have addressed to the Conciliation Officer several months after the meeting dated 28th September 1961. The Conciliation Officer, who was examined in this case by the Tribunal is, however, positive that there is no such letter in his file nor did he receive any such letter. This creates a doubt as to whether in fact any such letter had been received by the Conciliation Officer. At any rate the recording of an alleged agreement said to have taken place seven months earlier has little value. According to the Conciliation Officer what happened on 28th September 1961 was as follows:—

"This conference took place at the house of Mr. B. P. Singh, M.L.C. He is the Vice-President of the Colliery Mazdoor Sangh. There was a verbal agreement between the parties in regard to the workmen, whose cases were discussed in that conference. The management by that agreement undertook to take back 19 workmen. As regards Uday Mandal the management agreed to consider his case two or three months after."

This statement which comes from a disinterested person is entitled to greater weight than that of the Manager. The Conciliation Officer's version also receives confirmation from the proceedings of the discussion held on 20th November 1961 (*vide* Annexure to Ext. D):—

".....
2. As regards the case of Shri Uday Mandal it is left to the consideration of the management as agreed previously and is dropped."

Thus it is abundantly clear that what was agreed upon on 28th September 1961 and 20th November 1961 was that the case of Uday Mandal would be considered by the management. It is not correct to say, therefore, that Uday Mandal's case was finally and conclusively decided on either of those two dates. The management never passed any orders terminating his services. There is no satisfactory explanation on behalf of the management as to why such an order was not issued. His indefinite suspension in the circumstances must be held to be arbitrary and illegal.

6. That being so, the workman is entitled to be reinstated with full wages, allowances and other usual benefits to which he is entitled from the date of his suspension without break in the continuity of his service.

7. I give my award accordingly. I further direct that the management shall pay Rs. 50/- as cost to the workman.

Sd./- H. K. CHAUDHURI,
Presiding Officer,
Industrial Tribunal, Patna,
25-8-62.

Recorded at my dictation and
corrected by me.

H. K. CHAUDHURI,
P.O., I.T., Patna,
25-8-62.

[No. 2/46/62-LRII.]

S.O. 2915.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the Bararee Colliery of Messrs East Indian Coal Company Limited, Post Office, Jealgora, District Dhanbad and their workmen

BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

REFERENCE No. 22/C/62

Employers in relation to the Bararee Colliery and their workmen.

For the Employers—Shri D. Basu Thakur, Solicitor, Shri B. P. Srivastava, Personnel Officer, Shri S. B. Das Gupta, Group Personnel Officer & Shri J. N. P. Sahi, Group Labour Officer.

For the Workmen—Shri Lalit Burman, Secretary, Bihar Koya Mazdoor Sabha.

AWARD

Dated the 24th August 1962

By Notification No. 2/27/62-LRII dated the 23rd May, 1962 the Government of India, Ministry of Labour & Employment, referred this industrial dispute between the employers in relation to the Bararee Colliery and their workmen to this Tribunal for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The specific matters in dispute as set out in the schedule to the notification were as follows:—

- (1) Whether the action of the management in terminating the service of Shri Arun Kumar Tagore, electrician fitter, was justified? If not, to what relief is he entitled?
- (2) Whether the action of the management in refusing payment of wages to Shri Arun Kumar Tagore for the period from 19th September 1961 to 28th September 1961 was justified? If not, to what relief is he entitled?

2 The circumstances under which the services of Shri Arun Kumar Tagore, electrician fitter were terminated and his wages not paid for the period from 19th September 1961 to 28th September, 1961 have thus been stated by the management. This workman was employed as a probationer on the 16th January, 1961. His work having been found to be unsatisfactory he was put off the work with effect from the 19th September, 1961. He was, however, re-employed from 29th September 1961 on the intervention of the Secretary, Colliery Mazdoor Sangh, Bararee Jealgora Branch. On 12th October 1961 Shri Tagore was asked by the Colliery Manager to go down to work at No. 1 pit, Bararee Pit Bottom but he did not carry

out this order whereupon he was charge-sheeted. The explanation which Shri Tagore submitted was found to be unsatisfactory and an enquiry was held in which Shri Tagore did not participate. The enquiring officer proceeded with the enquiry in the absence of Shri Tagore and recorded the statements of witnesses. On the materials before it the management came to the conclusion that the charge against Shri Tagore had been fully substantiated. The service of Shri Tagore was thereupon terminated on 15th December 1961 and he was informed accordingly.

3. Shri Tagore in his written statement raised various pleas. His contention was that his wages from the period 19th September 1961 to 29th September 1961 had been wrongfully withheld, that the charge against him was false and frivolous, that no proper enquiry was held by the management and that his services were illegally terminated.

4. On the date of hearing the parties filed a petition of compromise stating that they had settled the dispute amicably out of court. Under the terms of settlement Shri Tagore has accepted the management's decision terminating his services. The management on the other hand has agreed to make an ex gratia payment to him of a sum of Rs. 225/- only within 15 days from the date of the settlement. Shri Tagore has further stated that he has agreed to accept the aforesaid amount in full and final settlement of all his dues against the company.

5. I have heard the parties and I consider the terms of compromise to be fair and reasonable.

6. I give my award in terms of the petition of compromise which shall form part of the award as Annexure A.

H. K. CHAUDHURI,
Presiding Officer,
Industrial Tribunal, Patna,
24-8-62.

Recorded at my dictation &
corrected by me.

H. K. CHAUDHURI,
P.O. I.T., Patna,
24-8-62.

ANNEXURE A

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

IN THE MATTER OF REF. NO. 22(C) OF 1962

Employer in relation to Bararee Colliery of Messrs East Indian Coal Co. Ltd.,
And their workmen.

The parties to the above dispute beg to submit as follows:—

1. That both the parties to the above dispute have settled the matter amicably on the following terms:

2. That Shri Arun Kumar Tagore has accepted the management's decision of terminating his services from the company.

3. That the management have agreed to pay as an ex-gratia amount a sum of Rs. 225/- (Rupees Two hundred twenty-five) only as lump sum. This amount will be paid within fifteen days of the date of this settlement.

4. That Shri Arun Kumar Tagore has agreed to accept the above amount in full and final settlement and all his dues and claims from the Company.

5. That Sri Arun Kumar Tagore has no other claims from the company.

6. The parties, therefore, pray that the aforesaid dispute may please be disposed of as per the aforesaid terms of compromise and an award may please be given accordingly.

Dated the 17th August, 1962

Representing the Employers.

Sd/- B. P. SRIVASTAVA,
Personnel Officer,
M/s. Jardine Henderson Ltd.

Sd/- S. B. DASGUPTA,
Group Personnel Officer,
East Indian Coal Co. Ltd.

Representing the Workmen
Sd/- ARUN KUMAR TAGORE,

Sd/- LALIT BURMAN,
Secretary, Bihar Koyna
Mazdoor Sabha.

S.O. 2916.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the Badjna Colliery of Messrs. Oriental Coal Co. Ltd., and their workmen.

BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL INDUSTRIAL TRIBUNAL, PATNA.

REFERENCE No. 24/C/1962.

Employers in relation to the Badjna Colliery of Messrs. Oriental Coal Co. Ltd., and their workmen.

For the Employers—Shri S. S. Mukherjee, Advocate.

For the Workmen—Shri Shankar Bose.

AWARD

Dated the 25th August, 1962.

By Notification No. 2/9/62-LRII, dated the 31st May, 1962, the Central Government has referred this industrial dispute between the employers in relation to the Badjna Colliery of Messrs. Oriental Coal Company Ltd., and their workmen to this Tribunal for adjudication under Section 7A and Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The specific matter in dispute as set out in the schedule to the notification is given below:—

Whether the action of the management in suspending Sri Bindeswar Sharma, from 21st December 1961 to 30th December 1961 was justified? If not, to what relief is he entitled?

2. Bindeswar Sharma is an employee of Badjna Colliery, and has been working as a night guard. On the night between the 3rd and 4th December, 1961, he had guard duty at the quarters of the Assistant Manager and some other neighbouring quarters. The case of the management is that at about 2-30 A.M. on that night Shri K. G. Tangri, General Supervisor of the Company, in course of his general round of inspection found this workman sleeping on a bed spread on the verandah of the Assistant Manager. The workman woke up only after the General Supervisor twice called out his name. The incident was reported by the General Supervisor to the Manager on the following morning and a charge-sheet was drawn up against the workman. The workman in his explanation denied the charge and alleged that since he is the Branch Secretary of the Koyla Mazdoor Sangh a false charge had been brought against him with a view to victimise him for his trade union activities. The explanation having been found to be unsatisfactory a regular enquiry was held by the Labour Welfare Officer under orders of the Manager. At the enquiry the evidence of three witnesses, namely, Shri K. G. Tangri, Shri Chetan Singh, another night guard who had accompanied the General Supervisor during his round, and Shri M. S. Banerjee, the Assistant Manager was recorded. All these witnesses were duly cross-examined by the workman. The workman also examined himself in support of his defence. On a consideration of the evidence the enquiring officer came to the conclusion that the charge had been fully substantiated. The Manager agreed with the finding and recommended that he should be suspended for ten days. The Agent accepted the recommendation and passed orders suspending Bindeswar Sharma for ten days, i.e., from 21st December, 1961 to 30th December, 1961.

3. The case of the workman is that the charge brought against him was wholly unfounded. He repeated that since he was the Secretary of the newly-formed union he had been victimised by the management.

4. The entire proceedings of the departmental enquiry along with the statements of witnesses recorded by the enquiring officer have been filed in this case on behalf of the management. At the hearing the workman examined one witness. The management in its turn examined the Labour Welfare Officer, who had made the enquiry.

5. Shri Shankar Bose appearing on behalf of the workman submitted that the evidence in support of the finding was entirely inadequate. He has pointed out that so far as the incident is concerned the only witness, who gave direct evidence on the point, is the General Supervisor. The other two witnesses, it was urged, did not specifically state that they had actually found the workman sleeping. The question whether the enquiring officer was justified in accepting the evidence

of the witnesses as reliable and sufficient is, however, one of appreciation of evidence and this Tribunal cannot re-appraise the evidence and come to an independent conclusion of its own based on that appraisal. In dealing with a case where the management has held a proper enquiry giving the employee full opportunity to defend himself the function of the Tribunal is very limited. It cannot be held in this case that the finding of the enquiring officer is perverse. Shri Tangri has given very clear evidence as to what he saw on the spot. This is what he has stated:—

“..... I then went to the compound of the bungalow of the Assistant Manager. There I found that Bindeswar Sharma was sleeping on a bed spread on the floor with his body covered by a blanket. I reached near the verandah but even then he remained sleeping. I then made a sound by striking my stick on the ground with a view to wake him up. He did not move at all. I then called out his name twice whereupon he hurriedly woke up and sat on his bed. For two minutes he remained sitting on his bed. The bed on which he was sleeping was as follows: There were gunny bags at the bottom. Above it was spread a *khes*. Over it he had spread his woollen coat. At the head there was a brick—the lathi having been placed vertically on his side. He had also kept a two cell torch by his side. It had been kept partly pressed under his upper arm.”

6. The witness further stated that some part or other of the workman's body having pressed the above articles he was unable to remove any of them without his knowledge. Chetan Singh stated that he had accompanied the General Supervisor on that day during his round. When they reached the house of the Assistant Manager the General Supervisor asked him to keep himself concealed behind. From his place for concealment the witness found the workman sleeping. About five minutes after he went to the place being called by Mr. Tangri. At that time Bindeswar Sharma was standing. Thereafter the Assistant Manager was called. The Assistant Manager stated that when he came to the scene the General Supervisor told him as to what had happened. The witness found a blanket spread on the floor. It is, therefore, clear that at least two witnesses found the workman sleeping. The evidence of the Assistant Manager which was of a circumstantial nature also confirms this evidence.

7. With a view to rebut the evidence of the aforesaid witnesses the employee examined one Indu Bhushan Chatterjee before this Tribunal. The evidence of this witness was that on the 3rd of December, 1961 he had returned from his duty at about 1 A.M. After taking his meal the witness was sitting outside when he met Bindeswar Sharma at about 2 A.M. According to the witness Bindeswar Sharma was at the time on his round at the Assistant Manager's quarters. The witness had a chat with him for a few minutes. The witness, it may be stated, lives in one of the outhouses of the Assistant Manager. In cross-examination the witness stated that he returned to his room from duty at quarter to one and met Bindeswar Sharma at quarter to two. Even if this evidence is accepted to be correct it does not exclude the possibility of Bindeswar Sharma having been found asleep at 2-30 A.M. Apart from this the evidence of this witness is not convincing. In cross-examination he admitted that he did not exactly remember the date when he met Bindeswar Sharma. Further his evidence is a belated one. If really he knew anything relevant about the incident there was no reason why he was not examined at the departmental enquiry. The witness's plea is that on the day of enquiry he was awaiting outside while the proceedings were going on but that Bindeswar Sharma later on came out and told him that the enquiring officer was not examining witnesses and he should go away. I am unable to accept this explanation. The enquiring officer has specifically denied the allegation. The proceedings further show that Bindeswar Sharma stated at the end of his deposition that he would not examine any witness. The evidence led on behalf of the management unmistakably establishes that the charge against the workman was true. There is no doubt that he is the General Secretary of the newly-formed union but that by itself cannot be accepted as a sufficient ground for brushing aside the positive evidence led at the enquiry in support of the charge. A point was also sought to be made of the fact that the General Secretary of the rival union was present at the enquiry. This, it was submitted, was very unusual. I am unable to attach any importance to this circumstance. The evidence of the Labour Welfare Officer shows that this gentleman came there of his own accord. There is nothing to show that he participated in the enquiry in any manner or did anything to the prejudice of Bindeswar Sharma. In fact Bindeswar Sharma did not object to the presence of that man at the enquiry.

8. Sleeping during duty hours is a serious offence and the workman must thank himself that he was let off with a very lenient punishment of ten days.

suspension. The action of the management in suspending him was fully justified and the workman is not entitled to any relief.

9. I give my award accordingly. There will be no order as to costs.

Sd/- H. K. CHAUDHURI,
Presiding Officer,
Industrial Tribunal, Patna,
25-8-62.

Recorded at my dictation and
corrected by me.

H. K. CHAUDHURI,
P.O., I.T., Patna,
25-8-62.

[No. 2/9/62-LRII.]

New Delhi, the 13th September 1962

S.O. 2917.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Palana Colliery, Palana, and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT

Shri P. D. Vyas,
Central Government Industrial Tribunal, Delhi.

21st August, 1962.

REFERENCE I. D. No. 216 OF 1961.

BETWEEN:

The employers in relation to the Palana Colliery, Palana,

AND

Their workmen, represented by the Palana Colliery Mazdoor Union, Khanjanchi Building, K.E.M. Road, Bikaner.

Shri M. G. Fell—for the management.

Shri Arjun Ram with Dr. Jawarhar Lal—for the workmen.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Central Government referred an industrial dispute existing between the employers in relation to the Palana Colliery and their workmen for adjudication to the Industrial Tribunal, Delhi by order No. S.O. 4/50/61-LRII dated the 27th June, 1961. The dispute relates to the matters specified in the Schedule annexed to the said order.

SCHEDULE

"(1) Whether the action of the employer in suspending Shri Akura Ram S/o Adu Ram, Banksman, for the period 22nd November 1960 to 25th November 1960 and treating the said period as without pay was lawful and justified? If not, whether Shri Akura Ram is entitled to any relief for the period mentioned above?

(2) Whether the action of the employer in keeping away Shri Kirtaram S/o Tulcha Ram from duty for the period 25th February 1960 to 7th June 1960 was lawful and justified? If not, whether Shri Kirtaram is entitled to any relief for the said period?

(3) Whether the action of the employer in keeping away Shri Kirtaram S/o Keshraram from duty for the period 17th February 1960 to 9th June 1960 was lawful and justified? If not, whether Shri Kirtaram is entitled to any relief for the said period?

(4) Whether the action of the employer in keeping away Shri Kishanaram S/o Mallaram from duty for the period 14th November 1960 to 22nd February 1961 was lawful and justified? If not, whether Shri Kishanaram is entitled to any relief for the said period?

(5) Whether the action of the employer in keeping away from duty the Coal Cutters and other workers of respective shifts between the period 25th January 1960 to 1st February 1960 was justified? If not, whether the affected workers are entitled to any relief for the said period?

(6) Whether the Coal Cutters are entitled to wages for the coal cut and stacked inside the pit during the period 25th January 1960 to 6th February 1960?"

2. On behalf of the workmen the President, Palana Colliery Mazdoor Union has filed the statement of claim and the Mines Manager of the Palana Colliery has filed the written statement on behalf of the management.

3. The dispute between the parties relates to the six matters as per the terms of reference and the first one is, "whether the action of the employer in suspending Shri Akura Ram S/o Adu Aam, Banksman, for the period 22nd November 1960 to 25th November 1960 and treating the said period as without pay was lawful and justified? If not, whether Shri Akura Ram is entitled to any relief for the period mentioned above?" The concerned workman is employed as a Banksman and on 22nd November 1960 the management suspended him as per order in Ext. W/1 which reads: "As you have failed in your duty to arrange for report to be sent to me regarding fire in coal stock and as you say that the responsibility is not yours, you are sent back from work, pending satisfactory explanation". The workman concerned thereupon gave explanation as per Ext. W/2 dated 23rd November, 1960, on receipt of which the Mines Manager made the order as per Ext. W/3 dated 25th November, 1960 that "your reply dated 23rd November, 1960 received in this office on 25th instant is not acceptable and your suspension period from 22nd November, 1960 to date is treated as without pay. You are permitted to resume work on and from 26th November, 1960." Thus the concerned workman was kept out of work and in effect punished by way of suspension without pay for 4 days from 22nd November, 1960 to 25th November, 1960.

4. The case of the workman on his behalf is that the duties of a Banksman are defined by statute under clause 52 of the Coal Mines Regulations 1957 and it was no part of his duty to arrange for any report as stated by the Mines Manager in the order dated 22nd November, 1960, Ext. W/1. Not only this but no procedure laid down in the Certified Standing Orders of the Colliery was followed and the Mines Manager simply made the order dated 25th November, 1960 by way of punishment without issuing any charge-sheet or making any enquiry as contemplated under the Standing Orders. Further, the punishment imposed on the concerned workman is not for any misconduct as defined in the Colliery Standing Orders and the action of the management is on the face of it unjustifiable. The worker concerned should therefore be allowed the wages for the period of suspension wrongly imposed on him.

5. On behalf of the management it is conceded in its written statement that the concerned workman Shri Akura Ram is a Banksman employed in the Colliery and his duties are defined under clause 52 of the Coal Mines Regulations, 1957. The management's case is that on 22nd November, 1960 there was a fire in the coal stock at the loading wharf where the loaded tubs were emptied by the surface trammers. The concerned workman was on duty as a Banksman and he saw the fire in the coal stock but he took no steps to report the matter for necessary action to the Mines Manager. When the Mines Manager went to the spot between 6 and 6-30 P.M. he found the coal stock on fire. The Mines Manager took immediate steps to have the fire extinguished. He then asked Shri Akura Ram to explain why he did not send the information to the Manager. To this Shri Akura Ram replied that it was none of his business and that he was only responsible for giving signals in the shaft although it was quite simple and easy for Shri Akura Ram to send a man to the Manager to inform him of the fire. If the Mines Manager had not gone to the spot as he did, the fire would have spread causing untold damage to the Colliery. This was also a breach of discipline. The reply of the concerned workman was unsatisfactory. No further enquiry was necessary in the case as it was clear that Shri Akura Ram did not inform the Mines Manager of the fire on the absurd plea that it was not part of his statutory duty and the main facts had happened in the presence of the Mines Manager himself.

6. The Colliery Standing Orders may be seen at Ext. W/18, and the Standing Order No. 14 provides for disciplinary action for misconduct. Under it an employee may be suspended for a period not exceeding four days at a time, fined or dismissed without notice or any compensation in lieu of notice, if he is found to be guilty of misconduct, provided that suspension without pay, whether as a punishment or pending an enquiry, shall not exceed ten days. Then in the same

standing order follows the list of acts or omissions amounting to misconduct. The Standing Order No. 16 lays down that "an order of suspension shall be in writing and may take effect immediately on delivery to the workman. Such order shall set out in detail the alleged misconduct and the workman shall be given an opportunity of explaining the circumstances alleged against him. If on enquiry the order is confirmed, the workman shall be deemed to have been absent from duty for the period of suspension and shall not be entitled to any remuneration for such period. If, however, the order is rescinded, the workman shall be deemed to have been on duty during the period of suspension and shall be entitled to the same wages as he would have received if he had not been suspended".

7. In the instant case it is an undisputed fact that the order of suspension imposed on the concerned workman was by way of punishment, but no procedure as contemplated in the standing order No. 16 has been followed, nor has it been made clear in the orders in dispute as to what was the act of misconduct committed by the concerned workman, and if so, under what clause of the standing order No. 14. In the course of the hearing it was alleged on behalf of the management that the action on the part of the concerned workman amounted to neglect of work under clause (6) of the standing order No. 14, but in compliance with provision in the aforesaid Standing Order No. 16 no such specific charge has been levelled against him by issuing the necessary charge-sheet, nor has any enquiry been made so as to enable the concerned workman to establish in his defence that there was no neglect of work or dereliction of duty on his part. No such case of misconduct, namely, neglect of work has been specifically referred to either in the orders in dispute or in the written statement filed in the instant reference. The whole case of the management has been that the concerned workman was working as a Banksman and as such it was his duty to send the information to the Mines Manager either personally or through any other persons.

8. Both the sides are agreed on the point that the duties of a 'Banksman' are defined in Clause 52 of the Coal Mines Regulations, 1957. The said clause 52 provides: "(1) Every banksman or onsetter shall observe the following provisions—

- (a) He shall, subject to the orders of a superior official, have full control of the top or bottom of shaft and the inset, as the case may be; and shall report to such official any person who, without authority, gives a signal or disobeys instructions.
- (b) He shall thoroughly acquaint himself with, and carefully attend to, the prescribed code of signals, and shall properly transmit the signals by the means provided. He shall not act on any signal the correctness of which he is in doubt, except a signal which he believes to be 'to stop'. He shall not allow any unauthorised persons to give signals.
- (c) He shall immediately report to his superior official any defect in the signalling installation.
- (d) He shall devote the whole of his time to his duties, and shall not leave his post during the period of his duty. Where persons are raised or lowered in the shaft he shall not leave his post at the end of his shift unless all the persons have come out of the shaft or unless relieved by a duly appointed substitute.
- (e) He shall not allow more than the authorised number of persons to enter the case or other means of conveyance at any one time.
- (f) He shall not, unless specially authorised in writing by the manager in that behalf, allow any person when riding in a cage or other means of conveyance, to take with him any bulky material other than tools and instrument; Provided that nothing in this clause shall be deemed to prohibit the carrying, in a cage or other means of conveyance, of explosives by a shotfirer or other competent person.
- (g) After any stoppage of winding for repairs or for any other cause for a period exceeding two hours, he shall not allow any person to ride in the case or other means of conveyance unless it has been run at least one complete trip up and down the working portion of the shaft.
- (h) He shall not allow any person to ride on the top or edge of any case or other means of conveyance except when engaged in examination, repair or any other work in the shaft.

- (i) He shall, after persons have entered the cage, see that the cage gates on both sides are in position and closed, before signalling for the cage to be lowered or raised.
- (j) He shall not allow any unauthorised person to handle tubs in or out of the cage. While tubs are being lowered or raised he shall also see that the catches are holding the tubs properly before signalling the cage or other means of conveyance away. If he notices any defect in the tub-catches, he shall immediately inform his superior official.
- (k) He shall not, at any entrance into a shaft or inset which is provided with gates or fences not worked by the cage or other means of conveyance, begin to remove the gate or fence until the cage or other means of conveyance has stopped at the entrance, and shall close the gate before he has signalled the cage or other means of conveyance away. He shall not permit any unauthorised person to open or interfere with the gate.
- (l) He shall see that all fences and gates provided at the top of the shaft or at any inset are in position.
- (m) He shall not permit any unauthorised person to remove a fence or gate, and if he notices any defect in such fence or gate; he shall immediately inform his superior official.
- (n) He shall keep the top of the shaft or the inset and the floor of every cage free from loose material.
- (o) He shall, when long timber, pipes, rails or other material projecting over the top of a cage or other means of conveyance are lowered or raised, see that the projecting ends are securely fastened to the rope, chains or bow.
- (p) He shall when he suspects that the cages are not working smoothly in the shaft or when he hears anything unusual happening in the shaft while the winding engine is working, immediately give signal to the winding engineman to stop the engine.

(2) (a) At the beginning of his shift, the banksman shall see that the keps are in proper working order.

(b) The banksman, when he is informed of any danger in the shaft, shall not allow any person to descend except for the purpose of examination or repair; and during the time that such examination or repair is going on, shall be on duty and listen for signals.

(c) The banksman shall not permit any person descending the shaft to carry any intoxicating drink or drug, or allow any intoxicated person to descend."

9. The provisions referred to above make it amply clear that the banksman's ~~duties~~ are centred at the shaft and he has to devote the whole of his time to the said duties without leaving his post. It is difficult to understand why of all persons, responsibility for giving information to the Mines Manager regarding fire is sought to be cast on the particular banksman and that too on the ground as if it was part of his duty to do so. His duties are however statutorily defined and if in his explanation he says that it was not part of his duty or responsibility to give any such information he cannot be said to have done anything wrong. It is an undisputed fact that the fire had spontaneously taken place and when the Mines Manager went to the spot at about 8 or 8-30 P.M. it was immediately extinguished. In the written statement it has been alleged that the Mines Manager having made on the spot enquiry, no further enquiry was necessary and if the explanation given by the concerned workman was unsatisfactory, it was open to the Mines Manager to impose the punishment of suspension as he has done. In answer to the suspension pending explanation as per Ext. W/1, the concerned workman had filed the explanatory statement Ext. W/2 and he not only denied the management's version as to what had then really happened, but further pointed out that in the coal stocked at the loading wharf there are two supervisors and many other workers and it was really the responsibility of those persons to give the necessary information to the Mines Manager. Not only this but he further added that the real talk which took place between him and the Mines Manager was that the latter asked him to go to the place where there was fire and extinguish the same by throwing water over it and he therefore requested that he was on duty as banksman and as such it would be difficult for him to leave his place of duty in the absence of any other person to take his charge but this statement of his was not referred to by the Mines Manager in his first order (Ext. W/1). If a regular chargesheet had been issued and an enquiry was made as contemplated under the Standing Order No. 16, the concerned workman would have had an opportunity

to make his defence on the line of his explanatory statement Ext. W/2. The Mines Manager however in a high handed manner stated in Ext. W/3 that the explanation given by the concerned workman was not accepted and he was thus suspended without pay for 4 days by way of punishment.

10. On behalf of the management reliance was placed on the case of Burn & Company (1957 I LLJ 226 at page 234) and the case of Phulbari Tea Estate (1959 II LLJ 663 at page 666). In the case of Burn & Company the action of discharge of the concerned workman was held justifiable, even though there was no charge-sheet or enquiry, but each case stands on its own facts. Where the commission of act of misconduct is manifestly patent, mere irregularity in procedure cannot be said to have prejudiced a worker so as to go scot-free. So also the defect, if any, in the enquiry could be cured as laid down in the other case, but in the instant case no such attempt has been made. In fact the management's case, in the written statement as well as at the time of the hearing, has been that no enquiry was necessary, inasmuch as the concerned workman failed in his statutory duties as defined in Section 52 of the Coal Mines Regulations and under Clause 40(10) of the said Regulations it was open to the Manager to suspend or take such disciplinary action against any employee for contravention of any of the provisions of these Regulations. In my opinion, the concerned workman has been punished wrongfully for no fault of his and the action of the management in suspending him for 4 days cannot be held to be lawful or justified. The management is therefore directed to pay him full wages which he may be entitled to for 4 days from 22nd November, 1960 to 25th November, 1960, both days inclusive.

11. The second item of dispute between the parties is, "Whether the action of the employer in keeping away Shri Kirtaram S/o Tulcha Ram from duty for the period 25th February 1960 to 7th June 1960 was lawful and justified? If not, whether Shri Kirtaram is entitled to any relief for the said period". This worker had proceeded on sick leave and on his recovery he applied on 25th February 1960 to allow him to resume duty *vide* Ext. W/4 (same as Ext. M/1). Along with his application he had produced the medical certificate Ext. M/3 under which he was recommended light duties for a certain period which appeared to be six months. The management felt doubt in the matter that something had been over-written and instead of six weeks it was made six months. The Mines Manager accordingly wrote the letter Ext. M/4 to the Medical Authority who gave the reply Ext. M/5 saying *inter alia* that under the discharge card issued to the concerned workman, light duties were recommended for six weeks and not for six months. The concerned workman was therefore addressed the letter Ext. M/6 by the Mines Manager to let him know how the period of light duty had been changed from six weeks to six months. The concerned workman thereupon gave his explanation as per Ext. M/7. It was thereafter that under the orders contained in Ext. M/8 (same as Ext. W/7) the concerned workman was permitted light duty from 23rd February 1960 to 26th March 1960 by counting six weeks from the day of the said discharge card Ext. M/3 dated 15th February 1960. Not only this but after the said period of light duties expired, he was to obtain another fitness certificate from the medical authorities in order that he may be permitted to resume his normal work. The concerned workman thereafter wrote to the Mines Manager on 25th March 1960 as per Ext. W/8 and it was only after the intervention of the Labour Inspector (Central) Bikaner that he was advised to report for work by the letter Ext. W/9 dated 7th June 1960. Thus from 25th February 1960 to 7th June 1960 he was kept out of duty simply because the management felt some doubt about the fitness certificate for the light duty and also because they insisted on a further medical certificate of fitness for normal duties.

12. As regards the first certificate Ext. M/3 which the concerned workman produced along with his application for resuming duty on 25th February 1960, assuming the management then felt any doubt about the period during which he was to be given light duty and found that by over-writing, the period of six weeks had been changed to six months, at least pending further enquiry in the matter, the worker could have been given the work for the time being. If the management felt that the worker concerned had played any such mischief and thereby committed any act of misconduct, an action could have been taken against him as may be permissible under the standing orders. Almost the whole period of six weeks expired in making the enquiry and only during the last few days, i.e. from 23rd March 1960 to 26th March 1960 he was offered light work but actually no such work was given to him and on the contrary he was called upon to produce a further fitness certificate. It was only on the intervention of the labour authority that he was permitted to resume work by an intimation given on 7th June 1960. The case on behalf of the workmen is that the management acted in this manner

because the concerned man about that time had joined the Union as may be seen from his application Ext. W/4 for resuming duty sent through the Union along with Exts. W/22 and W/23.

13. It was conceded on behalf of the management that there is no provision in the standing orders, nor is there any statutory provision for the production of the fitness certificate which the management has been insisting on. What was referred to before me was Rule 83 of Rajasthan Government Service Rules under which a Government servant is required to produce a certificate of fitness on return to duty. I do not think that it is open to the management to invoke the aid of any such Rajasthan Government Service Rules for Government servants and with no stretch of imagination the employees under the management can be treated on par with the Government servants. It was also urged on behalf of the management that it has been its practice to ask for such fitness certificate and for this purpose certain file was shown to me containing the applications by the workers along with fitness certificates to resume duty. The management may be following such practice but the point for our consideration is whether any such practice has any sanction behind so that it may be open to the management to refuse the concerned workmen to resume duty on return from medical leave unless a fitness certificate was produced. It is not the management's case that any such practice has been made part of the service conditions of those employed under it or that it has been invariably followed in all the cases. In the case now under consideration as well as in the cases referred to infra the management has ultimately allowed the workers concerned to resume duty without any fitness certificate on the intervention of the labour authority. I am thus of the opinion that the concerned workman has been wrongfully kept out of duty for the period from 25th February 1960 to 7th June 1960 and he shall be allowed full wages which he may be entitled to for all these days.

14. The third case in dispute is, "whether the action of the employer in keeping away Shri Kirtaram S/o Kesharam from duty for the period 17th February, 1960 to 9th June, 1960, was lawful and justified? If not, whether Shri Kirtaram is entitled to any relief for the said period?" This workman was kept out of duty from 17th February, 1960 to 9th June, 1960. He applied on 17th February, 1960, that owing to some eye trouble, he may be allowed to resume work outside the pit, i.e. on surface, vide Ext. M/10 (copy Ext. W/10). His application was supported by the medical certificate Ext. M/11, but, according to the case on behalf of the workmen, he was not allowed to resume duty until on the intervention of the Labour Inspector (Central) Bikaner, the Mines Manager wrote to the concerned workman on 7th June, 1960, Ext. W/11, whereby he was advised to report for work. The case of the management is that on receipt of his application for resuming duty, the Mines Manager had issued instructions that he may be put "on loading coal in the trucks." While conveying the said instructions to him, he was asked to sign on the application that he was so prepared to work but he refused and did not work on the job allotted to him on the surface. It is true that there are some endorsements made on the original application Ext. M/10, but there is no evidence to support the management's case that he was really offered any such work and he refused to accept the same. There is no written communication addressed to him in this connection and he had thus no opportunity to state his case or to deny what the management is now alleging against him. When on the intervention of the Labour Inspector the concerned workman was advised to report for work as per Ext. W/11, it has there been further added that he was so advised pending finalisation of his case. It has not there been specifically stated that the concerned workman was offered work on the surface as per endorsement on Ext. M/10 and it was he who refused to work accordingly. Moreover if he refused to sign as desired or to work as offered, the management would have immediately taken some action against him under the Standing Orders either for dis-obedience of orders under the Standing Order No. 14(1) or for absence without leave under the Standing Order No. 9 and would not have waited till it became necessary for the worker concerned to seek the intervention of the labour authority in order to be allowed to resume duty e.f. M/25. Even after the worker concerned resumed work as advised in Ext. W/11, we have not been enlightened how the case was ultimately finalised. In my opinion the concerned workman has been wrongfully kept out of work during the period from 17th February, 1960 to 9th June, 1960 and the management is directed to pay him the full wages which he may be entitled to draw during the same.

15. The fourth case is, "whether the action of the employer in keeping away Shri Kishanaram S/o Mallaram from duty for the period 14th November, 1960 to 22nd February, 1961 was lawful and justified? If not, whether Shri Kishanaram is entitled to any relief for the said period?" The case on behalf of the workmen is that he was on sick leave from 12th November, 1960 to 14th November, 1960 and on recovery he applied on 14th November, 1960 to resume duty as

per Ext. W/12. Along with the said application he had enclosed the out-door patient ticket in original as issued to him by the then Medical Officer Incharge, Government Dispensary, Palana. The Mines Manager however instead of allowing the worker concerned to resume duty took up the matter with the then Medical Officer Incharge Government Dispensary, Palana, for enquiry (e.f. Exts. W/26, 27, 28, 29) and ultimately on the intervention of the Labour Inspector (Central) Bikaner, he was permitted to resume duty under the letter of the Mines Manager Ext. W/13 dated 22nd February, 1961. Here again the worker was wrongfully kept out of work by insisting on a medical certificate while resuming duty under an alleged practice for which there is no sanction behind as shown above. In fact as conceded in the management's written statement, at the instance of the Labour Inspector (Central) the concerned workman was allowed to resume duty without a fitness certificate being required. The worker was thus kept out of work for no fault of his for the period between 14th November, 1960 to 22nd February, 1961 and in my opinion the management must pay him the full wages which he was entitled to during this period and I direct accordingly.

16. The last two questions covered under the Items Nos. 5 and 6 of the Schedule can conveniently be considered together. No. 5 is, "whether the action of the employer in keeping away from duty the Coal Cutters and other workers of respective shifts between the period 25th January, 1960 to 1st February, 1960 was justified?" If not, whether the affected workers are entitled to any relief for the said period", and No. 6 is, "whether the Coal Cutters are entitled to wages for the coal cut and stacked inside the pit during the period 25th January, 1960 to 6th February, 1960.

17. On behalf of the workmen have been filed the two lists, Exts. W/14 and W/15, showing the names of the persons and the number of days for which they were kept out of work during the period from 25th January, 1960 to 1st February, 1960. As regards the coal cut and stacked inside the pit during the period from 25th January, 1960 to 6th February, 1960, the worker's case is that the management having failed to provide for sufficient number of trammers and tubs they were compelled to stack the coal inside the pit which they did in a regular manner after issuing the bulletin Ext. W/16, dated 23rd January, 1960. It was owing to the circumstances for which the workers were not to blame, that they had to stack the coal inside the pit which they cut earlier during their shift hours and could not be loaded into tubs for want of empty tubs. The details of the tubs of coal cut and stacked in the pit during the period between 25th January, 1960 and 6th February, 1960 have been given in the statement Ext. W/17. The management then issued a notice in Hindi as per Ext. W/31 stating *inter alia* that since the wage rates were not fixed under the award for stacking the coal inside, it was not permissible to do so. The Union in answer thereto issued Exts. W/32 and W/33 saying that there was provision of wages for stacking the coal in the award and stacking is permitted as may be seen from paragraph 11 of the Labour Appellate Tribunal decision in the Collieries appeals. The said paragraph 11 of the decision of the Labour Appellate Tribunal in Collieries appeals lays down *inter alia*.....". There is however the persistent complaint of labour of a shortage of tubs which prevents them from earning as much as they should, and alternatively that the system by which the filled tubs are taken out and rotated is liable to go wrong, and does in fact quite often go wrong so as to impede the flow of production. The employers, however, say that the trammers are responsible for delays in the supply of tubs. Here again we are satisfied that while trammers are not blameless, there is considerable force in the contention of labour that in many mines the workmen's efforts are nullified by the absence of tubs or weakness in rotation. The employers are now willing to allow the miners to stack coal which, if it cannot be loaded for lack of tubs during a shift, will nevertheless be taken into account in judging the miner's work, and we make a direction to that effect; the employers must take steps to provide the necessary facilities and machinery to give effect to this direction...." In view of this provision the management was not justified in not paying the wages to the coal cutters for the tubs of coal cut and stacked as per Ext. W/17.

18. The management's case in its written statement is that there was no shortage of tubs and notwithstanding that a bulletin was issued by the Union on 23rd January, 1960, in the result of which the workmen created chaotic conditions at the mines. Although the conditions of tubs were as before, they started cutting and stacking coal in the gallery faces indiscriminately with the result that it was not possible for the oncoming workers to start work unless the coal was cleared. As the coal stacked could not be cleared and the coal cutters would not give an assurance that they would load and not stack as they had done hitherto, they

could not be allowed to go down the pit. The second and third shifts coal cutters were not prepared to give this assurance and insisted on cutting and stacking even though sufficient numbers of tubs were available for loading. On 1st February, 1960 the Labour Inspector (Central) came to the mines and persuaded the workmen to stop cutting and stacking and to cut and load as they had previously done. The workmen were thereafter allowed to go down the pit and do their normal work. There was no forced unemployment as alleged and the dead-lock created was entirely due to the unreasonable attitude of the workmen at the instance of the Union.

19. The management thus alleges that the coal cutters were supplied tubs to which they were entitled and it was therefore entirely wrong to cut and stack the coal and they are therefore not entitled to any payment for the coal cut and stacked contrary to the directions of the Mines Manager. In the written statement at page 9 it is stated: "the management will at the time of the hearing file a statement showing the inaccuracy in the statements and calculations given by the Union." It may just be noted here that no such statement has been filed and if the case of the workmen is otherwise true, there is no reason why the information and the calculation supplied by them should not be accepted. So also as it may be seen from Ext. M/31, the management took objection to the stacking inside not because there was sufficient number of tubs supplied to the coal cutters but chiefly because according to it there was no provision in the award fixing wage rates for the coal stacked inside. In fact Paragraph 11 of the Labour Appellate Tribunal decision quoted above does make a provision for taking into account the coal stacked inside for the purposes of wages. Dr. Jawahar Lal on behalf of the workmen pointed out that no separate provision for wages was necessary with respect to cutting and stacking, inasmuch as it is the coal cutter's job to cut and load or to cut and stack. That there was no room for stacking coal inside and stacking was done indiscriminately, was later on alleged on behalf of the management when seeking intervention of the Labour Authorities c.f. Exts. M/12, 13 and 14. Along with the same may be read Exts. W/34 and 35 showing what the labour's stand then was and during the conciliation proceedings the Labour Inspector's report Ext. M/12 was challenged.

20. The coal cutters are piece rated and as rightly pointed out on behalf of the workmen they could not be asked to work as trammers and in the absence of special facilities they had no other alternative but to cut and stack as they actually did. On behalf of the management reference was made to Exts. M/12 to M/17 and urged that the workers themselves were responsible for the dead-lock and no blame could be cast on the management. Assuming in the circumstances as alleged by the management, the workers committed any act of misconduct, the management could have taken action against them and suspended pending enquiry or if the labour concerned was found surplus for the time, the same could have been laid off in the regular manner but obviously it was not open to the management to deprive the workers concerned of their work or wages in the manner it was done. On the regular supply of trammers and tubs being arranged, the workers ceased stacking and started normal work. I thus direct that the workers named in the statement Exts. W/14 and 15, who were wrongfully kept out of work during the period from 25th January, 1960 to 1st February, 1960 shall be paid full wages they are entitled to draw during this period; so also the workers concerned shall be paid due wages for the coal cut and stacked by them as per the statement Ext. W/17 during the period 25th January, 1960 to 6th February, 1960.

21. Before I conclude, I may refer to a letter received subsequently by post from the management on 9th August, 1962 at D-1hi. The reference was heard at Bikaner on 4th and 6th August, 1962 and the proceedings thereof were concluded on 6th August, 1962, whereafter it was pending for award. It was after the conclusion of the proceedings that the management by way of an after-thought wrote the said letter claiming opportunity to produce such evidence as they desire and that the case may not be treated as closed. If this were permissible, there would be no sanctity in any proceeding. I must state that during the course of the hearing the parties argued their case on such evidence as was already on record and both the sides were also permitted to produce additional documentary evidence which they tendered with the tacit consent of either side. It is not that labour alone produced some additional documents but the management also did so and none of the parties took objection to any such course. To be more exact, it was labour who objected to the production of additional documentary evidence by the management, but the objection was not pressed when it was pointed out that the labour itself had produced additional documentary evidence without any objection on the part of the management. No oral evidence was tendered or adduced by either side and right upto the conclusion of the proceedings none of

the parties urged that any further evidence oral or documentary should be recorded. Even after both the parties argued and the labour gave its reply the management was given an opportunity to have further say in the matter and both the parties at the conclusion of the hearing expressed satisfaction for the manner in which the proceedings were conducted. It is really surprising that the management should subsequently address a letter just as if to leave some door open to make a grievance before the higher court in case the award goes against it. It is true that a file containing the applications of the workmen for being allowed to resume duty was brought to my notice and I have made reference to the same in my award. But since it was not actually tendered as a piece of evidence, there arose no occasion for exhibiting the same on record. The management has in the said letter challenged the accuracy of the workmen's statements with regard to cutting and stacking coal and alleged that oral evidence with regard to the same has not been recorded. No such oral evidence was at any stage tendered, nor was I asked to record the same. In fact the management in its written statement at page 9, as said above, mentioned that the management will at the time of the hearing file a statement showing the inaccuracy in the statements given by the Union. Somehow or the other the management has failed to do so and just to get out of this difficulty it has suggested by way of an after-thought as if it desired to lead some evidence in this connection. It is entirely untrue to say that any sort of evidence either oral or documentary beyond already on record was at any stage sought to be produced or tendered on behalf of the either side. The letter received from the management is thus kept on record with the remarks just made.

22. The reference thus stands disposed of as per aforesaid directions made in the respective matters under dispute. On behalf of labour an order for costs was asked for and I think in the circumstances of the case the management shall pay Rs. 300 by way of costs to labour.

(Twenty pages)

21st August, 1962.

P. D. VYAS,
Central Government Industrial Tribunal, Delhi.

[No. 4/50/61-LRII.]

New Delhi, the 14th September 1962

S.O. 2918.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singereni Collieries Co. Ltd., Kothagudium and their workmen.

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH
HYDERABAD.

PRESENT:

Dr. Mir Sladat Ali Khan, M.A., LL.B., Fazel (Osm), B.C.L. (Oxon), D. Phill (Oxon), Bar-at-Law, Lincolns Inn (London) Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No 16 OF 1962

BETWEEN:

Workmen of Singereni Collieries Company Limited, Kothagudium,

AND

Employers of Singereni Collieries Company Limited, Kothagudium.

APPEARANCES:

Mr. M. Komaraiah, General Secretary, Singereni Collieries Workers' Union for workmen, and

Mr. T. Govardhanarao, Junior Personnel Manager, for the employers.

AWARD

By letter No. 2/229/61-LRII, dated 30th March, 1962, the Government of India referred the dispute between the workmen and employers of Singereni Collieries for adjudication with the following issue framed:

"Whether Sarvashri Goggula Sammalah and Rassakatla Rajeelu (now working in the grades of Rs. 43—3—85 as deputy at No. 7 incline Venkateshkhani) should in view of the actual duties performed by them be

placed in the grade of Rs. 65—5—100 as under lookers, and if so from what date?"

2. Notices were issued, but, the parties took a long time to file their claims statement and the counter to it. When at last these were received the Workers' Union pleaded lack of funds to come over to Hyderabad. At long last I was able to arrange the hearing. It was a day to day hearing until it was finished. I proceed to record my opinion on the dispute below:

3. The employer's stand is that R. Rajeeru and G. Sammaiah are mining sirdars only; that the duties they are actually performing and have so far performed are the duties of the mining sirdars only; that by Regulation 34(2) of the Coal Mines Regulations 1957, the employer is prohibited from appointing them to the post of an overman, unless and until, they have passed the overman's examination; that both of them appeared for the examination and failed; and, therefore, they could not be appointed to the overman's post. The demand should, therefore, be rejected.

4. As against this, the stand of the Singerend Collieries Workers' Union is that both the above-mentioned workmen are Mine Sirdars but are actually performing the duties of overman; that they are performing these duties not only in Incline No. 7 from 18th March 1957 when they were posted there, but performed then also in Incline 3 from 1956. There are various grades of overman. By Appendix XVIII of the Coal award, the mining sirdars Class I are made equivalent to Mine underlookers, and by Ex. W6, which is the admitted classification adopted by the employer in implementation of the coal award, underlookers are made equivalent to overman grade No. IV with the salary of Rs. 60—5—100. The same salary and the same classification obtains in Ex. M19 which is admittedly the latest classification list and the schedule of payment of monthly rated staff of the workmen in the Collieries. Regulation 34(2) is not relevant. The reason is that the claim on behalf of these workmen is not that they should be made overman, but, the claim is only that they should be given the Mine sirdar's grade in accordance with the Appendix XVIII and Ex. W6 and Ex. M19 referred to above. The grade after the Labour Appellate Tribunal award is Rs. 65—5—100, and as the employer has admitted that they are mining sirdars, they should be given that grade.

5. I considered the above contentions carefully. In my opinion, the workmen's stand is obviously correct. Regulation 34(2) do prohibit the appointment of any person to the post of overman who has not passed the overman's test. If the claim had been that these two workmen should be appointed as overmen this regulation would have applied. No such claim is made. The claim is that they should be given the grade which under the scales of grade not only agreed to in Appendix XVIII of the Coal Award, but, agreed to and applied by the employer in implementation of the said award in Ex. W6 and Ex. M19 should be given. The employer's representative has admitted in his argument that they are mining sirdars merely. And, if they are mining sirdars, Appendix XVIII makes them equivalent to Mine underlookers and by Ex. W6 and Ex. M19 all underlookers are given the grade of Rs. 65—5—100. Therefore, they should get it.

6. There remains the question whether these two persons are performing the duties of overman grade No. IV. The record shows that there is no doubt about it. Rasakatla Rajeeru has come into the witness box and has deposed, without being shaken in cross-examination that, he has been several times referred to in letters and notices issued by the employer as overman and shift-in-charge. Ex. W2, W3 and other documents are filed in support of it and proved. He has stated also that he and G. Sammalah are the two shift-in-charges in Incline No. 7. The third one, till six months ago, was B. Sammaiah. In the rotation of the shifts, they relieve each other. For the last six months or so, B. Lakshmalah is there. Both B. Sammaiah and B. Lakshmalah are in the grade of Rs. 65—5—100. Obviously, therefore, if he and G. Sammaiah relieve B. Sammalah and B. Lakshmalah, they perform the same duties as B. Sammalah and B. Lakshmalah are performing, they should be given the same grade. Moreover, a sirdar's duties under the job description is limited to a district. As against this R. Rajeeru and G. Sammaiah are in-charge of all the 5 districts of Incline No. 7. There are 5 deputies, 18 short-firers and 300 workmen under them. A mere sirdar has not so many workers under him, nor, so many districts under him. There are two red districts and three green districts in Incline No. 7. Even the Works Manager, MW1, Paranjpe, has admitted that they are incharge of the entire Incline No. 7, and, inspect two red districts and three green districts. All this will show that both of them are performing the duties more than those of sirdars merely. Hence, it is obvious, that in view of the actual duties performed by them, they should be given the same grade as is given to B. Sammaiah and B. Lakshmalah. It is said that both of them also have not passed the overman's examination. In the deposition, the Works Manager, Sri Paranjpe, at page 5, admitted that there are several overmen

who are now working as overmen without passing the overman's examination. This admission will obviate the objection emphasized by the representative of the employer that under Regulation 34(2), the employer is prohibited to employ anybody as overman who has not passed the overman's examination. Moreover, in Ex. M19, in the note to serial 6, viz., "overman Grade IV (unqualified)", it is stated that "permanent overman in the grade of Rs. 65—5—100, who have not passed overman's examination, will continue to have the grade of Rs. 65—5—100." Ex. M19 is filed by the employer himself, and is admittedly the latest classification list and schedule of payment of the monthly rated staff. By it, the employer has found it possible to continue unqualified underlookers in the grade of Rs. 65—5—100. Hence, his contention before me that R. Rajeeru and G. Sammaiah cannot be given this grade does not stand. The fact is that in the mines, overmen are of two kinds: qualified and unqualified. Qualified overmen are those who have passed the overman's examination. Unqualified are those who have not passed that Examination. After the enforcement of the Coal Mines Regulations, they are classified as Mine sirdars only. But, loosely the designation 'Overman' which was in use prior to the enforcement of the Coal Mines Regulations 1957, is still applied to them. They are also called overman Grade IV (unqualified). They are required to have ambulance and gas testing certificates. It was admitted before me by the employer's representative that both R. Rajeeru and G. Sammaiah have these certificates. It will thus be seen that there is no contravention of the said regulation.

7. The representative of the employer emphasized that after the enforcement of the Coal Mines Regulations on 24th October 1957, there is no single instance of the appointment of any overman who has not passed the overman's test and he explained the giving of the grade of Rs. 65—5—100 to B. Sammaiah and B. Lakshmaiah on the ground that they were working as underlookers before 1957. He maintained that both R. Rajeeru and G. Sammaiah had not worked as overmen or underlookers before 24th October 1957. The record shows that this point has, obviously, no force. It is admitted that both of them were allowed to appear for the overman's examination in which they failed. Regulation 22 lays down that for two years after the coming into force of the Regulation, any person can appear for the overman examination provided that it is certified by the employer that he has worked for 5 years in that capacity. It is admitted that both workmen were allowed to appear for the examination. It is evident, therefore, the employer certified that they worked as underlookers for 5 years before 1959, i.e., from 1954. Otherwise, he would not have issued this certificate. In the result, I hold that Rasakatla Rajeeru and G. Sammaiah though by designation are Mine Sirdars only, still actually have been performing duties more than those of Mine Sirdars merely. They have been in their shifts-in-charge of the entire mine incline No. 7. By Appendix XVIII, Mine Sirdars are equal to Mine Underlookers, and by Ex. W6 and Ex. M19, underlookers are termed as overman grade IV and are given the grade of Rs. 65—5—100. Hence, both these workmen should get this grade from the date from which they worked in incline No. 3 as underlookers. I find also that as they do not claim to be appointed as overman (qualified) the Regulation 34(2) of the Coal Mines Regulations 1957, is not applicable to the case of these workmen. I award costs to workmen which I assess at Rs. 100.

This is my award given under my hand and the seal of this Tribunal this 30th day of August, 1962.

M. S. ALIKHAN, Industrial Tribunal.

List of Witnesses:

For Workmen:

W.W.1: Sri R. Rajeeru.

W.W.2: Sri B. Sammaiah.

W.W.3: Sri Mehabood Ali.

For Management.

M.W.1: Shri D. V. Paranipe.

List of Exhibits:

By Workmen:

1. Ex.W.1: Notice No. F/13(4)/38, dt. 29-6-1962 of the Management of the Singereni Collieries Co. Ltd., Kothagudieum (herein after called the company).
2. Ex.W.2: Charge-sheet No. CS/11/10, dt. 9-9-1960 issued to Sarvasri G. Sammaiah, R. Rajeeru and B. Lakshmaiah, underlookers.
3. Ex.W.3: Memo No. VK/F13(1)/20, dt. 12-9-1960 of the Management issued to all underlookers.
4. Ex.W.4: Statement showing the arrangements of the shifts and working places of Sirdars in incline No. 7. No. F-13(iv)/48(a), dated 24-7-1962.
5. Ex.W.5: File No. KG.176(165)/61 of the Labour Inspector (C) Kothagudieum, regarding the grades of the underlookers.

6. Ex.W.6: Circular No. P. 2456, dated 19th December, 1957, of the Company regarding the decision of the Labour Appellate Tribunal of India in the Colliery Appeals.

By Management:

1. Ex.M.1: Book containing appointment letter of competent persons (counterfoil).
2. Ex.M.2: Book of report of the daily examination of working of the Mine under Indian Mines Act, 1923.
3. Ex.M.3: Sardar's report of daily examination of working of the mines (Book).
4. Ex.M.4: Pay sheets of the company.
5. Ex.M.5: Pay sheets of the company.
6. Ex.M.6: Letter No. GS/VK/2393/60, dt. 13-9-1960 of the Komaraiah, General Secretary addressed to the Conciliation Officer.
7. Ex.M.7: Note of the company bearing No. P.8/1626, dt. 12-11-1960.
8. Ex.M.8: Letter No. GS/7inc/1239/61, dt. 10-10-1961, of Sri M. Komarian, addressed to Conciliation Officer (C).
9. Ex.M.9: } No. 2/189/61-LRII of Government of India, Ministry of Labour and Series: } Employment, dated 12-9-1961.
10. Ex.M.10: } No. 2/190/61-LRII of Government of India Ministry of Labour and Series: } Employment, dated 12-9-1961.
11. Ex.M.11: Office Order No. F. 4/681/3115, dt. 2-8-61, of the Company.
12. Ex.M.12: Office Order No. P.4/681/3107, dt. 3/8-8-61, of the company.
13. Ex.M.13: Office Order No. APM/1174, dt. 3-9-61, of the company.
14. Ex.M.14: Register of persons employed below ground.
15. Ex.M.15: Book of APPOINTMENT LETTER OF COMPETENT PERSONS (COUNTERFOIL).
16. Ex.M.16: Coal Mines Regulations, 1957.
17. Ex.M.17: Decision of the Labour Appellate Tribunal of India in the Collieries Appeals, dated 29th January, 1957.
18. Ex.M.18: Award of the All India Industrial Tribunal (Colliery Disputes) Volumes I and II.
19. Ex.M.19: The Singereni Collieries Co. Ltd., Wage Schedule.

M. S. ALI KHAN, Industrial Tribunal.

[No. 2/229/61-LRII.]

S.O. 2919.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Central Joyramdih Colliery and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 20 of 1962

PARTIES:

Employers in relation to the Central Joyramdih Colliery.

AND

Their workmen.

PRESENT:

Shri L. P. Dave.—*Presiding Officer.*

APPEARANCES:

For the Employers.—Shri R. C. Ghosh, Administrative Officer.

For the workmen.—Shri Shankar Bose, Member, Central Executive Committee, Colliery Mazdoor Sangh, Dhanbad.

STATE: Bihar.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 2/173/61-LRII, dated 28th December, 1961, referred the industrial dispute

existing between the employers in relation to the Central Joyramdih Colliery and their workmen in respect of the question whether the management of Central Joyramdih Colliery were justified in not providing work to the eleven workmen mentioned in the schedule of order of reference and if not, to what relief they are entitled, for adjudication to this Tribunal.

2. In response to notices issued by the Tribunal, the parties filed written statements. The dispute related to eleven workmen and the Union urged that the Management stopped work of these workmen arbitrarily and illegally and that the stoppage of work was unjustified, *mala fide*, perverse etc., and therefore urged that the workmen should be reinstated with back wages.

3. The Employers urged that three of the workmen had resigned voluntarily and that the other eight who were working in No. 8 seam were asked to report for work at Nos. 9 and 10 seams because there was no work at 8 seam, but that they did not do so and hence they were dismissed.

4. When the matter came up for hearing before me to-day, the parties after some discussion entered into a compromise and produced a memorandum thereof before me. A copy thereof is annexed herewith. Under the compromise, the employers have agreed to take back all the eleven workers concerned with continuity of service and the period of idleness is to be treated as 'Leave without pay'. Three of them are to be allowed to resume duty from 1st October, 1962, and the rest from 15th September, 1962. The question of costs is left to me. In my opinion, the compromise is fair and reasonable.

5. Regarding costs, I have heard the parties and I think that the proper order in the circumstances of the case would be that the Employers should pay Rs. 100 to the Union by way of their costs.

6. In the result, I pass an award in terms of the compromise subject to the above order of costs.

Sd/- L. P. DAVE, Presiding Officer.

28th August, 1962.

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CALCUTTA

In the matter of Reference No. 20 of 62

BETWEEN

The Employers in relation to Central Joyramdih Colliery—P.O. Nowagarh,
Dt. Dhanbad.

AND

Their workmen, represented by the Colliery Mazdoor Sangh, Dhanbad.

Joint petition of settlement of Issue.

The parties abovenamed most respectfully beg to submit as under:—

1. That the employers agree to take back in employment all the eleven workers concerned in this dispute.

2. That the Prop Mistry and Prop Mazdoors will resume duty as Prop Mistry and Mazdoors with effect from 1st October, 1962.

3. That the eight Miners will resume duty with effect from 15th of September 1962.

4. That the workmen will have their respective continuity of service and the period of idleness will be treated as leave without pay.

5. That the Management will pay cost to the workmen for this reference which may be determined by the Hon'ble Tribunal.

That the parties abovenamed beg to submit that an award may please be given in terms of the above settlement.

And for this act of kindness the parties, as in duty bound, shall ever pray.

For the workmen

Sd/- SHANKAR BOSE,

28-8-62,

Member, Central Executive
Committee, Colliery Mazdoor
Sangh, Dhanbad.

For the Employers.

Sd/- R. C. GHOSH,

28-8-62,

Administrative Officer,
Central Joyramdih
Colliery, P.O. Nowagarh
(Dhanbad).

Dated, Calcutta the 28th August, 1962.

[No. 2/173/61-LRII.]

S.O. 2920.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the Sendra Bansjora Colliery and their workmen.

BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL INDUSTRIAL TRIBUNAL, PATNA

REFERENCE No. 79 of 1961 9 of 1962

New Delhi, the 28th August, 1962

Employers in relation to the Sendra Bansjora Colliery and their workmen.

For the Employers—Shri B. P. Dabral, Group Labour Officer.

For the Workmen—Shri D. Narsingh, Advocate.

AWARD

Dated the 28th August, 1962

By Notification No. 1/31/61-LRII, dated the 24th October, 1961, the Government of India, in the Ministry of Labour and Employment, referred this industrial dispute between the employers in relation to the Sendra Bansjora Colliery and their workmen to this Tribunal for adjudication under Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947). The specific matters in dispute are as follows:—

1. Whether the management of the Sendra Bansjora Colliery is justified in not paying the bus fares to the workers owing to non-production of bus tickets? If not, to what relief are the workers entitled?
2. Sunday being the 'Bazar Day', is the demand of the Haulage Khalasis, Pump Khalasis, Winding Engine Khalasis, Night Guards, Depot Chaprasis, Banksman and on-Setters for half day's extra wages for work done on Sundays, justified? If so, from what date shall such extra wages be payable?
3. So far as issue No. 1 is concerned there is a practice in this and other collieries of paying a workman his railway and/or bus fare for his journey home on leave and back. It appears that so far as the bus fare is concerned it is paid to the workmen only on production of the bus ticket. According to the union this insistence on production of the bus ticket is an irksome condition imposed by the management and should be done away with because tickets are not always issued and even if issued they are collected at the destination. Another ground urged is that it is not always possible for the workman to preserve his bus ticket for production after a long lapse of time. The reference is here to the rule that so far as the return fare is concerned it is payable on the expiry of three months continuous and uninterrupted service from the date of the return journey.
3. On the second issue the union's case is that Sunday being the weekly rest day the company, according to clause 6 of the Standing Orders, is liable to pay overtime at $1\frac{1}{2}$ times the normal rate for work done on that day. It is submitted that certain categories of workers, such as, haulage khalasis, pump khalasis, winding engine khalasis, night guards, depot chaprasis, banksman and on-Setters, who work on Sunday, are not illegally being paid the 50 per cent extra wages.
4. The case of the management so far as bus fare is concerned is that it insists upon production of bus ticket only to assure itself that the workman's village is actually connected by bus and he had performed a journey by bus.
5. With regard to issue No. 2 the contention of the management is that Sunday is not a general rest day for the categories of workers referred to in the issue and hence they are not entitled to claim any extra wages over and above the normal wages for the day.

FINDINGS

Issue No. 1: Whether the management of the Sendra Bansjora Colliery is justified in not paying the bus fares to the workers owing to non-production of the bus tickets? If not, to what relief are the workers entitled?

6. The contention of the union is that the company's insistence upon production of bus ticket before payment of the bus fare is unreasonable. I find it difficult to uphold this contention. The plea that ordinarily tickets are not issued for bus journeys and that even if issued such tickets are collected at the destination does not bear scrutiny. Most of the workmen who are concerned in this dispute

belong to Uttar Pradesh which is served by the Uttar Pradesh Government Roadways. In answer to an enquiry made by the Company the General Manager of Uttar Pradesh Government Roadways, Lucknow Region, furnished the following informations by his letter No. 4882, dated the 17th May, 1962 (Ext. E).

“.....There is no system in the U.P. Government Roadways to take back the tickets issued to the passengers. The checking officials can, however, demand the same for checking, but after that the ticket must be returned to the passengers.”

L.W. 2 who is a resident of Sultanpore District in Uttar Pradesh states that the bus tickets are collected by the bus people at the destination station. In view of the letter of the General Manager quoted above this evidence cannot, however, be accepted. In fact this very witness produced his bus ticket for his journey last year and obtained payment from the company. L.W. 3 is an employee of another colliery and is a resident of Muzaffarpur District in Bihar. His evidence is that in the area to which he belongs there is no general practice of issuing bus tickets to the passengers. According to him a ticket is issued to a passenger only if he creates “jhanjhats”. It does not appear from his evidence that issue of a ticket to a passenger was ever refused on demand. The Register (Ext. C) shows that employees travelling by bus at other places in Bihar were duly paid their bus fare by the company on their producing bus tickets in 1961 and 1962. I am, therefore, unable to accept the union's contention that tickets are not issued to bus passengers either in Bihar or in Uttar Pradesh or that such tickets even if issued are collected at the destination station. The evidence on the contrary, shows that tickets are issued to the passengers for such journeys and that there is no practice of collecting them at the destination station.

7. It is next urged that since the return fare is payable after three months continuous and uninterrupted service following the return journey it is absurd on the part of the employers to expect the workman to retain his bus ticket, printed as they are on flimsy paper, for such a long period. There is no substance in this contention. The management has never insisted upon production of the bus ticket for both the journeys. M.W. 1, who is in charge of preparing leave records and train and bus fare records, stated that if the workman produces a bus ticket even for one journey, outward or inward, he is paid bus fare for both the journeys. He has further said that the tickets produced are kept pasted on the leave application of the workman. There is, therefore, no reason why the workman should not be able to produce at least the bus ticket for the return journey immediately after he returns from leave. This ticket alone would entitle him to receive payment for both the outward and inward journeys.

8. The difficulties pointed out by the union, therefore, appear to me to be more imaginary than real. It is quite reasonable that before making payment the management must be satisfied that the workman's village is actually connected by bus and he has undertaken a journey by bus. It was submitted by Shri Dabral in the course of his arguments that the management is prepared even to make payment of bus fare in advance on the condition that the payment is later on adjusted on the workman producing his bus ticket. This appears to me to be quite fair. In the result I answer the first part of the issue in the negative. The second part does not arise.

Issue No. 2.—Sunday being the 'Bazar Day', is the demand of the Haulage Khalasis, Pump Khalasis, Winding Engine Khalasis, Night Guards, Depot Chaprasis, Banksmen and on-Setters for half day's extra wages for work done on Sundays, justified? If so, from what date shall such extra wages be payable?

9. The union's claim as regards extra wages for work on Sunday is based on Clause 6 of the Company's Standing Orders which is as follows:—

“Weekly and daily rated employees shall receive overtime payment at one half times the normal daily rate for work on the weekly rest day, recognised holidays and for overtime work on other days. Those monthly paid employees who are entitled to receive payment shall receive overtime payment at the rate of one half times of 1/26th of their monthly basic wage inclusive of dearness allowance for work on the weekly rest day, recognised holidays and for overtime work on other days.”

It will be noticed that extra payment under the Standing Orders can be claimed only for work done on a rest day. The clause does not provide for payment of extra wages for work on a Sunday irrespective of any other consideration. If Sunday had been the weekly rest day for the categories of workers involved in this reference they would undoubtedly have been entitled to claim overtime at one half times the normal wages for work on that day. While it is true that Sunday is observed in this and other neighbouring collieries as the general rest

day these particular categories of workers, who are mostly technical men, do not observe Sunday as the rest day. They have fixed rest days on other days in the week for the obvious reason that the machineries etc. have to be kept running all the days in the week. The chart of weekly days of rest for these workmen (Ext. A) shows that five of these workmen have got their rest day on Monday, five on Tuesday, six on Wednesday, eight on Thursday, seven on Friday and six on Saturday. There is nothing irregular in fixing different rest days for each set of workers covered by these categories. This is contemplated in the Joshi agreement. This is what the agreement provides:

"4. Payment of overtime work shall be one half times the normal rate and shall be regulated as stated below:—

(a) *to the daily rated workers*—

For work on a Sunday or the recognised day of weekly rest except that the whole of a particular category may have a rest day at variance with that generally applicable to the whole colliery, and for work on a closed holiday without pay one half times the normal rates."

Sunday is thus the normal working day for these categories of workers and there can, therefore, be no question of any extra payment to them for work done on a normal working day. They would be entitled to extra wages only if they are called upon to work on the rest day fixed for them. In the case of Bombay Port Trust (1956 II L.L.J. 197) the Labour Appellate Tribunal's observations may be referred to:—

"It is obvious that, the moment the system of staggering the weekly day of rest is recognized, Sunday loses its special significance, and any special payment made for work done on Sunday as such creates a discrimination in favour of those workmen who are given an extra allowance for working on Sunday although that day is not their weekly day of rest."

16. Shri Shankar Bose, however, contended that the claim of the workmen was based also on the fact that it is on Sundays that the workers go to Jharia for marketing, meeting friends and for attending meetings of the union, if any, at Bhaga Maidan near Jharia. Some evidence was also led to the effect that the workmen make their weekly purchases in Jharia bazar on Sunday and utilise the day also for attending the cinema and meeting people. The issue as framed, however, shows that the demand of the workmen is based only on the fact that Sunday is their bazar day. Visiting a cinema house, meeting friends etc. are, therefore, not quite relevant. The evidence led on behalf of the management is that it is Saturday, which is the bazar day for the workmen of this colliery. On the other hand Jharia is far away from Bansjora colliery. It is undisputed that a *hat* is held at Loyabad on each Saturday. Loyabad is about a mile off from this colliery. Admittedly one has to pay a bus fare of 0-8-0 per trip for going to Jharia. Having regard to the distance and the expense involved I am not convinced that the workers usually go to Jharia to do their weekly marketing. Their plea that they do not get all their requirements at Loyabad and nearabout cannot be accepted. Admittedly there is a Government ration shop at Bansjora. There is a shop also at Bansjora for *atta*, *maida* and other articles. I cannot persuade myself to believe that for these purchases the workmen regularly go to Jharia bazar. Even assuming that the workmen generally go to Jharia on Sundays to do their marketing that by itself would be no justification for claiming extra wages for work on that day. Clause 6 of the Standing Orders would not justify extension of overtime payment on the ground asserted by the workmen.

11. I hold, therefore, that the union has failed to make out a case for payment of extra wages for work done on Sundays by these categories of workers. The first part of the issue is answered in the negative. The second part does not arise.

12. I give my award accordingly.

(Sd.) H. K. CHAUDHURI,
Presiding Officer,
Central Industrial Tribunal, Patna
28-8-62.

Recorded at my dictation.
& corrected by me.
H. K. Chaudhuri,
P.O., Central I. T., Patna
28-8-62.

New Delhi, the 15th September 1962

S.O. 2921.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited and their workmen.

.BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,
HYDERABAD

PRESENT

Dr. Mir Siadat Ali Khan, M.A., LL.B., Fasel (Osm.), B.C.L. (Oxon.), D.Phil (Oxon.), Bar-at-Law, Lincoln Inn. (London), Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 14 OF 1961

BETWEEN:

Workmen of Singareni Collieries Company Limited, Kothagudium.

AND

Employers of Singareni Collieries Company Limited, Kothagudium.

APPEARANCES

Mr. Rehmat Ali, workman, himself.

Mr. S. Narayana Reddy, for Andhra Pradesh Collieries Mazdoor Sangh, Kothagudium, and,

Mr. T. Govardhanarao, Junior Personnel Manager, for the employers.

AWARD

Dispute arose between the employers of Singareni Collieries Company Ltd., and their workmen, over the scale of pay of a workman Rehmat Ali and the Government of India, Ministry of Labour and Employment, New Delhi, by order, dated 15th November, 1961, referred it for adjudication with the following issue framed:

"Taking into consideration the duties actually performed by Shri Rehmat Ali of the building department of the Singareni Collieries Company Ltd., Kothagudium, whether the management is justified in treating him as a survey Muccadam and paying him wages as such. If not, whether he should be placed in the monthly scale of pay of Rs. 43—3—82 or 48—3—54—4—70—EB—5—100."

To what other relief, if any, is he entitled?"

2. The case was registered here as Industrial Dispute No. 14 of 1961. Parties were directed to file their statements in writing. They took a long time to do it. After they were filed they went on asking for time to come over here for the hearing pleading financial difficulties. I intended to go there, but, found that there was no building for holding court except the one in possession of the Collieries. As it was not advisable to hold Court there, the parties were requested to come over to Hyderabad finally on 31st July, 1962. Since then, the cases have been heard *de-in-dum*. Rehmat Ali sent a petition on 25th July, 1962, stating that he wants to withdraw the case and does not want to be represented by the Andhra Pradesh Collieries Mazdoor Sangh or by any other Union of the Singareni Collieries Ltd. as he wanted to pursue the matter with the management only. The representative of the Andhra Pradesh Colliery Mazdoor Sangh required time to consult Rehmat Ali in person. I also wanted to examine Rehmat Ali himself. By the courtesy of the management he was brought here. I asked of him why he is withdrawing the case when it is ready and posted for hearing and adjudication. He pleaded financial difficulties: that he had already paid to the Union, and will have to pay more for the witnesses amounts which he has not got. I tried to elicit from him whether any duress or compulsion was put on him by the employer to withdraw the case. He denied it absolutely. Sri Narayana Reddy also consulted with him separately and in the end he did not contest the case. He took time to consider the legal position. Even after an adjournment he did not make any representation. I, therefore, assume, that as Rehmat Ali did not want him to represent his case, he has given it up.

3. In my opinion the legal position is clear. When a workman is not represented by a Trade Union, the dispute is not an industrial dispute, and I have no

jurisdiction to adjudicate upon it. This will be the legal position under the Industrial Law. Under the Common Law, Rahmat Ali was the principal and the Union was his representative. If he withdraws the authority, as he very well can do being *sui-juris* and is acting from his own free *volition*, the Union has no authority to represent him. Sri Reahmat Ali does not want himself to prosecute the case and, therefore, I have had to allow the withdrawal. The question referred to in the issue was, therefore, not gone into. No order as to Costs.

Report accordingly to the Government this 30th day of August, 1962.

M. S. ALI KHAN, Industrial Tribunal.
[No. 2/162/61-LRII.]

New Delhi, the 17th September 1962

S.O. 2922.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Khas Joyrampur Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE NO. 11 OF 1962

PRESENT:

Employers in relation to the Khas Joyrampur Colliery

AND

Their workmen

PRESENT:

Shri Raj Kishore Prasad, M.A.B.L., Presiding Officer.

APPEARANCES FOR THE PARTIES:

For the Employers: Shri S. S. Mukherjee, Advocate, Dhanbad.

For the Workmen: Shri Shankar Bose, Member, Central Executive, Colliery Mazdoor Sangh, Dhanbad.

Dhanbad, dated the 5th September, 1962.

STATE: Bihar

INDUSTRY: Coal.

AWARD

The Ministry of Labour and Employment, Government of India, by its Order No. 2/20/62-LRII dated 2nd March 1962, made in exercise of its powers conferred by clause (d) of sub-section (1) Section 10 of the Industrial Disputes Act, 1947 (XIV of 47), was pleased to refer the industrial dispute between the parties above named, in respect of the industrial dispute specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the management of Khas Joyrampur Colliery P.O. Khas Jeenagora, District Dhanbad, was justified in preventing Md. Yusuf Mian from attending his duties with effect from the 11th January 1962? If not, what relief is he entitled to?"

2. Today, that is, 5th September 1962 which was the date fixed for hearing of the reference, both the parties filed a joint petition, signed by them and their respective representatives, setting forth the terms of the settlement arrived at between them, and, prayed that the compromise be recorded and an award be made in terms thereof.

3. I have considered the terms of the compromise and heard both the parties, and am satisfied that the terms of compromise are fair and reasonable. I, therefore, accept the compromise and record it and make an award in terms thereof.

4. A copy of the joint application filed by the parties and signed by them and their representatives incorporating the terms of the settlement is enclosed hereto and marked Annexure 'A', which shall form a part of this award.

5. No order as to costs as prayed for.

RAJ KISHORE PRASAD, Presiding Officer,
Central Govt. Industrial Tribunal, Dhanbad.

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 11 of 1962

Employers in relation to Khas Joyrampur Colliery and their Workmen.

AND

Their Workmen.

The parties above named have mutually settled the above reference, without prejudice to their respective contentions, on the following terms:—

1. That the Union does not press the claim of Mohammad Yusuf Mian, the workman concerned in the reference.
2. That the workman concerned namely Mohammad Yusuf Mian will stand retrenched with effect from 11th January, 1962.
3. That the employers will pay to Mohammad Yusuf Mian, five months wages, (Basic and dearness allowance) inclusive of notice pay and also Rs. 50/- (fifty only) as an *ex-gratia* payment.
4. That the employers will pay Mohammad Yusuf Mian any other dues excepting the above, if the same is due to him.
5. That the above payment will be made within fifteen days from the date of this compromise, when Mohammad Yusuf Mian, will deliver vacant possession of the company's quarter occupied by him.
6. The parties will bear their own respective costs.

It is, therefore humbly prayed that the above compromise may kindly be recorded and an award passed in terms thereof. And for this your petitioners as in duty bound shall ever pray.

For workmen.

(M. D. YUSUF MIAN)
(SHANKER BOSE)
Member Central Executive
Colliery Mazdoor Sangh.

Before me.

For Employers.

V. G. RAWAL, Manager,
(S. S. MUKHERJEE)
Advocate

RAJ KISHORE PRASAD, Presiding Officer,
Central Govt. Industrial Tribunal, Dhanbad.

[No. 2/20/62-LRII.]

S.O. 2923.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singereni Collieries Company Ltd., Kothagudium and their workmen

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,
HYDERABAD

PRESENT:

Dr. Mir Siadat Ali Khan, M.A., L.L.B., Fazel (Osm), B.C.L. (Oxon), D. Phill (Oxon), Bar-at-Law, Lincolns Inn (London), Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 15 of 1961

BETWEEN:

Workmen of Singereni Collieries Company Ltd., Kothagudium,

AND

Employers of Singereni Collieries Company Ltd., Kothagudium.

APPEARANCES:

Mr. Narayana Reddy, for Andhra Pradesh Colliery Mazdoor Sangh,
Mr. M. Komaraiah, for the Singereni Collieries Workers' Union, and,
Mr. T. Govardhana Rao, for the employers.

AWARD

The industrial dispute between the employers of the Singereni Collieries Company Ltd., and their workmen, was referred for adjudication by the Government of India letter No. 2/186/81 LRII, Ministry of Labour & Employment, with the following issues framed:

"Taking into consideration the actual duties performed by the 14 workmen, mentioned below, of the Singereni Collieries Co., Ltd., Kothagudium, transferred from the Old Screening Plant to the Main Stores as loading and unloading Stores Mazdoors in August, 1960, whether the demand for giving them Category III wages as given to Stores Mazdoor, is justified. If so, from what date should they be paid at that rate?

1. Shri K. Kanakaiah
2. Shri Pudugam Ramiah
3. Shri Chota Abdul Nabi
4. Shri Ram Rathan
5. Shri Lambadi Pedda Rama.
6. Shri Vaduala Rajiah
7. Shri Bodu Posham
8. Shri Gudatha Rajaiah
9. Shri Jai Raj
10. Shri Bodi Sammulu
11. Shri Gaddam Pedda Rayamallu.
12. Shri Adepu Narayana
13. Shri Shiv Ratnam
14. Mohd. Saheb".

2. The dispute was registered here as Industrial dispute No. 15 of 1961. Parties took a long time to file the statements of claims and the counter to it and they also took much time in getting ready for the hearing. The workmen adduced four witnesses and the employer one. Both of them filed several documents to which I refer as and when necessary.

3. The 14 mazdoors under consideration originally worked in the Coal Screening Plant. That plant was closed down owing to the fact that the coal in several mines in Kothagudium were worked out fully. It is the contention of representative of the employer, Sri Govardhanarao, that it was after negotiation and settlement with the recognised union, viz., the Singereni Collieries Workers' Union, that these 14 workmen were transferred from the Coal Screening Plant to the Main stores. They were transferred by Exs. M4 and 5 with category I wages. The recognised union did not at the time question the wages given to them. Further, though they were transferred to the Main stores by Ex. M4 for loading and unloading wagons, they were kept exclusively for doing light work and, therefore, awarding them category I wages, which they were receiving all these 13 years of their work in the mines, was just and fair and the demand to give them category III wages is wholly unjustified. He has pointed out that of the Main stores mazdoors, the stores issues mazdoors are given category I wages and the timber mazdoors are not given category III wages. Hence, as mazdoors of the Main Stores are paid wages of different categories, putting these 14 mazdoors in category I wages which were their original wages, cannot be deemed unjustified.

4. I scrutinised the above-stated contentions of the employer's representative carefully. It appears to me that his contentions that these 14 mazdoors were transferred after negotiations and discussions evidenced by Ex. M2 is devoid of any force. There were discussions, but they did not mature into a settlement as it is contended by him. For a settlement, the provisions of section 2(p) of the Industrial Disputes Act XIV of 1947 have to be carried out. This was not done. Neither, was there any agreement in writing nor, did the representatives of the parties signed it. Copies of it were also not sent to the Government and the Conciliation officer as is required by the said section 2(p) of the Industrial Disputes Act, 1947. Similarly, his contention that by Exs. M4 and 5, these workmen were transferred with category I wages and the Union did not at the very moment question the category I wages awarded to them is not correct. For, dispute arose from Ex. M5 and, therefore, the contention that the workmen did not question the category I wages is not correct. The employer

gave them these wages on his own and when the transfer was complete and the workmen came to know of it they began to question the category I wages. Similarly, Sri Govardhanarao's contention that these workmen have been kept exclusively for doing light work is also not borne out by the record. Even the management witness MW1, Sri Sadiq Mohammad, has admitted that these 14 mazdoors have loaded or unloaded wagons and have shifted machinery. However, in his deposition he has been careful to state repeatedly that machinery is of various kinds and has suggested that the machinery these 14 workmen transported was light. But, he is not corroborated by the record. Ex. M6/1 and 2 will show that these 14 mazdoors working either with the original three gangs, or, by themselves, on several occasions transported heavy materials, machinery, etc., and also have loaded and unloaded wagons. In addition, as their work hours were fixed from 10 A.M. to 6 P.M. and the working hours of the other three gangs were from 7 A.M. to 3 P.M. the workmen of one of the three gangs have deposed that when on any day they were engaged on transporting of machinery and other heavy materials and the work was not finished by 3 P.M. the work was carried on by gang No. 4 or the Coal Screening Plant gang as these 14 mazdoors are alternatively designated. One of the workmen witnesses has also deposed that sometimes when wagons had to be loaded they had worked all the night and they were paid overtime which this gang of 14 workmen also shared. Such was the case, for instance, of loading of a wagon to Ramagundam on 23rd January, 1962. Other instances from Ex. M6/2 are as follows: On 9th November 1961 the Coal Screening Plant gang unloaded at pits and shifted machinery, and, on 13th November 1961, they loaded machinery. I can multiply instances but they will suffice. Conversely, also, when there was no heavy lifts, there are various entries on several dates in Ex. M6/2 showing that the original gangs, for instance, the Gang No. 3, was also given light work. That is why, all the four witnesses of the workmen have emphatically and without being shaken in the cross-examination stated that, they are doing the same work as the other three gangs of the main Stores who are drafted on handling heavy materials including the loading of heavy machinery, etc., are doing.

4.1. It may also be noted that in the Coal award Ex. M18, page 100 in paragraph 8(b) category II wages have been awarded to such of the main stores mazdoors as those who handle heavy materials, machinery etc., and by paragraph 8(a) such of the stores mazdoors as load and unload wagons have been given category (I) wages. By an agreement subsequent to the award, the original three gangs of the main stores were given category III wages. Out of these three gangs, there remained 10 to 12 men who did not handle heavy materials, or, machinery, or, load or unload wagons. But, as the workmen of the original gangs of the Main stores were inter-changeable, MW1 deposed that, for that reason, all the workmen of the original three gangs were given category III wages except the timber mazdoors and the store issue mazdoors. The last-mentioned two categories of the main stores were not concerned with transporting of heavy material, machinery etc., or, with loading or unloading of the wagons. Hence, they are not under my consideration here. Confining myself to this Coal Screening Plant gang of 14 mazdoors, I find that the record of the case, oral, as well as documentary, show that they are doing exactly the same work as the original three gangs of the Main stores drafted for transporting heavy materials, machinery etc., and for loading and unloading of wagons. Hence, when even the work of the original three gangs is inter-changeable between the heavy and light lifts and the said three gangs also do sometimes carry heavy lifts and at other times light lifts, there is no reason to state that as this 14 Coal Screening Plant mazdoors sometimes do light lifts they may not be given category III wages. The point to note is that the evidence adduced by the employer does not show that the Coal Screening Plant gang are exclusively kept for light lifts and even if I concede the point which I do not, Ex. M19 on page 19 does not take any distinction between the heavy lifts and light lifts. Moreover, these 14 men have also loaded and unloaded wagons. Ex. M19 page 19 will show that the Main stores workmen who load or unload wagons have been given category III wages in accordance with the Coal Award on page 100 of Ex. M18 paragraph 8(c). And though on page 19 of Ex. M19, Stores Mazdoors handling heavy materials and machinery are placed in category II wages, yet, subsequent to this they have also been given category III wages by an agreement between the parties. This agreement was not filed before me. But, it was admitted by the representatives of the parties that it was so.

5. Thus considering the entire record, I feel that there is no doubt that these 14 mazdoors are doing the work of handling heavy materials, machinery, etc., and also loading and unloading of wagons. Under the award category III wages were given to Stores Mazdoors who load and unload wagons and category II wages to those who transport heavy materials, machinery, etc. By a subsequent

agreement, even this last-mentioned mazdoors of the Main stores were given category III wages. Thus, as Ex. M6/1 and 2 show abundantly and as the four witnesses adduced by the workmen have deposed without being shaken in cross-examination that they also have been engaged in all these works of handling heavy materials, machinery, and, loading and unloading of wagons, it is just and fair that they should be given category III wages. The demand is, therefore, justified and they should be paid these wages from the date of their transfer which was 8th August, 1961.

Report accordingly to Government this 7th day of September, 1962.

M. S. ALI KHAN,
Industrial Tribunal

LIST OF WITNESSES EXAMINED

By Workmen:

- 1 WW1—Jairaj Perumal
- 2 WW2—N. P. Ramaswamy
- 3 WW3—Mallaiah
- 4 WW4—Narayana.

By employers:

- 1 MW1—Sadiq Mohammad.

LIST OF DOCUMENTS EXHIBITED

By Workmen:

1. Ex. W1:—Extract of memorandum of settlement arrived before the Conciliation officer (C), Secunderabad, on 16th February 1959 and 17th February 1959.
2. Ex. W2:—Minutes of the Conciliation Proceedings held before the Labour Inspector (C) and the Conciliation officer (C), Kothagudium on 11th August 1961.
3. Ex. W3:—Details showing the wagon loading and unloading mazdoors worked together.
4. Ex. W 3:—Loading and Unloading of wagons of Kothagudium (a note by the mazdoor in telugu).

By Management:

1. Ex. M1:—Letter No. 415/S/2270, dated 23rd June, 1960, from the Operative Director of the Singereni Collieries addressed to the Secretary to Government, Ministry of Labour & Employment, Government of India, New Delhi.
2. Ex. M2:—Covering letter No. P. 5/1420/3032, dated 27th July, 1960, from the General Manager of Singereni Collieries addressed to the General Secretary, Singereni Collieries Workers' Union' Kothagudium, along with its enclosure.
3. M3:—Letter No. P. 5/1420/3849, dated 13th September, 1960 from the General Manager of the Collieries addressed to the Stores Officer, Kothagudium Collieries.
4. Ex. M4:—Letter No. DYJ/776, dated 8th August, 1960, from the Dy. General Manager of the Collieries addressed to the Stores Officer, Kothagudium collieries.
5. Ex. M5.—Letter No. KG. 81(307)/60, dated 28th October, 1960, from the Labour Inspector (Central) Kothagudium, addressed to the General Manager, Singereni Collieries Ltd., Kothagudium.

6. Ex. M6:

1
7. Ex. M6:

2

8. Ex. M6/3:
9. Ex. M7:

10. Ex. M8:

(Ex. M18)

} Daily Wages Allocation Books for the period 2nd January, 1961, to 31st March, 1962.

} Pay Sheets of the Main Stores.

} Coal Award.

11. Ex. M9:
 _____ } Wage Schedule.
 (Ex. M19)

M. S. ALI KHAN,
 Industrial Tribunal.

[No. 2/186/61-LRII.]

S.O. 2924.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singereni Collieries Company Limited and their workmen.

BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,
 HYDERABAD.

PRESENT.—Dr. Mir Sladat Ali Khan, M.A. LL.B., Fazel (Osm), B.C.L. (Oxon), D. Phill (Oxon), Bar-at-Law, Lincolns Inn. (London), Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 18 of 1962.

BETWEEN:

Workmen of Singereni Collieries Company Limited, Kothagudium,
 AND

Employers of Singereni Collieries Company Limited, Kothagudium.

APPEARANCES:

Mr. M. Komaraiah, General Secretary, Singereni Collieries Workers' Union,
 for workmen; and

Mr. Govardhana Rao, Junior Personnel Manager, for the employers.

AWARD

The Government of India by letter No. 1/4/62-LRII, dated 18th April, 1962, referred the industrial dispute in the Singereni Collieries Company Ltd., regarding the non-implementation of III category wages to timber mazdoors of main stores at Kothagudium for adjudication with the following issue framed:

"Whether in view of the nature of work performed by the Timber Mazdoors of Main stores the demand for giving them III category wages, as given to Stores Mazdoors is justified, and if so, to what relief they are entitled and from what date after the 1st October, 1961?"

2. The dispute was registered here as Industrial Dispute No. 18 of 1962. The workmen adduced 2 witnesses and the employer one. Both the parties filed a few documents. I have heard the arguments of the representatives of the parties.

3. The employer's stand is that by the Collieries Disputes award, Ex. M18, the stores mazdoors were given job description 32 and were placed under I and II category wages by appendix XVIII on pages 94 and 95 of the said award. This was in pursuance of the agreement of the representatives of the parties before the National Tribunal. The agreement is embodied in Part I of the note published on page 100 of the Award. By paragraph 8(a) of the note, I category wages were given to issue clerks of the main stores and by paragraph 8(b), II, category wages to "such mazdoors who are employed in handling and shifting heavy materials, machinery etc.>"; hence, as the timber mazdoors were transporting heavy materials, viz., heavy logs, they were correctly given II category wages, and cannot be given III category wages. The claim should, therefore, be dismissed in limini, as the award is still in force. *Prima facie*, the stand of the employer appears to be correct. But, there are other considerations which are to be scrutinised carefully.

4. The parties have stated before me that by an agreement subsequent to the award, the wages of the stores mazdoors were raised to III category wages except that the wages of the 28 timber mazdoors of the stores were not raised and they remained at II category wages. The reason why the timber mazdoors were not given III category wages is that the employer made a distinction between the heavy logs and machinery. It was contended by the representatives of the employer that logs, however heavy they may be, are not as heavy as machinery which may be of the size of Court Hall itself. But, it appears to me that on page

95 as well as on page 100 paragraph 8(b) of the award, the agreement incorporated in the award, does not make any distinction between the heavy materials and machinery. In both the places, heavy materials are mentioned along with machinery after a comma. No difference between the two has been made in the agreement incorporated in the award. The heavy materials are placed on the same footing as machinery. It will thus be seen that the distinction taken by the employer is not tenable under the agreement incorporated in the award.

5. Still, it may be contended on behalf of the employer that even so in the agreement subsequent to the award there is no specific agreement in the case of the timber mazdoors of the stores and, as under the agreement incorporated in the award, they come under the II category, that categorisation shall stand. I considered this possible contention carefully. The parties have not filed the subsequent agreement by which Stores mazdoors were given III category wages. The workmen have not contended before me that the timber mazdoors of the Stores are covered by the said agreement subsequent to the award. The workmen, however, contended that if the provisions on page 95 and in paragraph 8(b) of the award are read with some other provisions in the award and read also with the stipulation of the employer made in paragraph 17 of the scheme propounded by the employer for the implementation of the award, the employer will be bound by the implications of these provisions to put the timber mazdoors of the stores also in III category wages. It should be noted that in the agreement in paragraph 8(b) and in the entry on page 95 about the stores mazdoors the timber mazdoors of the stores are not specifically mentioned. Relying on this, Sri Govardhana Rao, the representative of the employer, has maintained that if the workmen could show that the stores timber mazdoors are specifically mentioned or given any job description he will withdraw his case and agree to the workmen's demand. The statement that there is no specific mention of the timber mazdoors in the award means, of course, that the timber mazdoors are not specifically covered by the agreement incorporated in the award and in my opinion, in such cases paragraph 653 on page 172 of Vol. I of the Collierles Disputes Award becomes applicable. This paragraph runs as follows:

"The categorisation for this (i.e., Hyderabad) State (Appendix XIII) and the categorisation for Bengal and Bihar (Appendix XII) are to be treated as supplementary to each other so that they may be made to cover as many jobs as possible and help in the process of fitting into the categorisation jobs in the various States not specifically covered."

In Bengal and Bihar job description 90 is given to tindal light and job description 98 is given to tindal heavy mazdoors. A perusal of the descriptions on pages 77 and 78 of the award will show that they consist in moving materials and heavy jobs. Thus, the work performed by the tindals in Bengal and Bihar is just the same, or, even less strenuous than the transporting of heavy logs done by the stores mazdoors and, therefore, there appears to be no reason why they should not be given the same wages. In Bengal and Bihar tindal light is given IV category and tindal heavy VI category wages. The demand of timber mazdoors is modest and limited to III category wages and, therefore, it should be allowed. Moreover, Ex. W2, is the scheme drawn and acted upon by the employer to implement the award. In paragraph 17 of the said scheme it is provided that:

"In case of such of the daily rated workers not covered by the categories agreed upon, the Management agree to implement the corresponding categories allotted for similar workers with similar rates, having regard to the type of work expected of them".

Mr. Govardhanarao agrees to this, but, maintains that the daily-rated timber mazdoors of the stores are covered by II category wages. He means that they are included in the II category wages given to stores mazdoors on page 95 and paragraph 8(b) on page 100 of the coal award. I have already stated above that what is meant by this is that the timber mazdoors of the stores are not specifically mentioned on these pages and that it is for that reason that they are covered by paragraph 653 of the award. The work done by the timber mazdoors of the workshop is similar and, for the matter of that, is less strenuous, because it consists only in transporting the logs, with the help of the mechanical aids like cranes, to the log-saws and get them cut. But, timber mazdoors of the main stores have to transport them from the forest or from the reserves of the company, without such mechanical aids and load and unload them from lorries at the workshop or at other places and, therefore, as timber mazdoors of the workshop are given III category wages, and the timber mazdoors of the stores are similar workers, similar category with similar rate should be given to them having regard to the fact that the type of work done by both of them is similar, under paragraph 17 of Ex. W2.

6. Thus, I hold that even though the timber mazdoors of the Main stores were not given III category wages by the agreement subsequent to the award under which the wages of the other mazdoors of the main stores, except the issue mazdoors were raised to III category wages, a consideration of other provisions of the award and the implementation scheme, puts the employer under the obligation to raise the wages of the timber mazdoors to the III category. And in view of the fact that as Industrial Tribunal, Vide Western India Automobile Association V. Industrial Tribunal, Bombay, (1949 LLJ 245 at 256), I have the power to make contract for the parties, for the reasons stated above, I direct the employer to give the timber mazdoors of the Main stores the said III category wages. The issue is, therefore decided in favour of the workmen. They are entitled to III category wages. This should be paid to them from the date of the demand. As the workmen have incurred expenses in coming over to Hyderabad 1 award them costs. This I assess at Rs. 100.

Report accordingly this 27th day of August, 1962.

M. S. ALI KHAN,
Industrial Tribunal.

LIST OF WITNESSES EXAMINED.

By workmen:

1. WW1—Mohd. Yakub
2. WW2—Sheik Gazi.

By employers:

1. MW1—Sadiq Mohamminad.

LIST OF DOCUMENTS EXHIBITED.

By workmen:

1. Ex. W1—Lr. GS/M5/2051/62, dated 12th January, 1962, from the General Secretary, Sri Komaraiah, addressed to the Conciliation Officer (C) Kothagudieum.
2. Ex. W2—Points to be noted at the time of implementation.

By Management:

1. Ex. M1/1—Lr. No. GS/MS/1172/81, dated 1st October, 1961, of the General Secretary addressed to the Management.
2. Ex. M1/2—List of timber mazdoors at Main stores.
3. Ex. M2—No. P. 8/2069/180, dated 10th January, 1962, Note to the Labour Inspector (Central) Kothagudium, by the Junior Personnel Manager of the Company.

4. Ex. M3: } Labour Appellate Tribunal Award.
(Ex. M17) }
5. Ex. M4: } National Tribunal Award.
(Ex. M18) }
6. Ex. M5: } Wage Schedule of the Company.
(Ex. M19) }

M. S. ALI KHAN,
Industrial Tribunal.
[No. 1/4/62-LRII.]

S.O. 2925.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the matter of application under Section 33A of the said Act, from Sarvashri Gora Prasad son of Govind Prasad, Sukhai son of Awatar, Gora son of Charka, Mohan Singh son of Ramadhin, Pardeshi son of Sahadeo, Shiy Mangal son of Gora, Nooruddin son of Rafeuddin, Sahabuddin son of Azimuddin, Changa son of Ramadhin of the Nowrozabad Colliery.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY
Application No. CGIT-13 of 1962 arising out of Ref. No. CGIT-18 of 1962 Re
1. Gore Prasad s/o Govind Prasad, Badli Miner.

2. Sukhai s/o Awatar, Badli Miner.
3. Gora s/o Charka, Badli Miner.

4. Mohan Singh s/o Ramadhin, Badli Trammer.
5. Pardeshi s/o Sahadeo, Badli General Mazdoor.
6. Shiv Mangal s/o Gora, Badli Miner.
7. Nooruddin s/o Rafeuddin, Badli Miner.
8. Sahabuddin s/o Azimuddin, Badli Miner.
9. Changal s/o Ramadhin, Badli Miner,

of Messrs. Associated Cement Cos. Ltd., Nowrozabad Colliery, P.O. Nowrozabad, Dist. Shahdol. M.P. C/o Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad, Dist. Shahdol, M.P.—Applicants.

Vs.

The Management of Messrs. Associated Cement Cos. Ltd., Nowrozabad Colliery, P.O. Nowrozabad, Dist. Shahdol, M.P.—Opposite Party.

PRESENT

Shri Salim M. Merchant, Presiding Officer.
Bombay Dated 31st August 1962.

STATE:—Madhya Pradesh.

INDUSTRY:—Coal Mining.

AWARD

This is an application purporting to be under section 33A of the Industrial Disputes Act, 1947, dated 23rd July, 1962 and was received by this Tribunal's office on 30th July, 1962, after which it was registered as Application No. 13 of 1962.

2. The applicants claim that they are workmen concerned in the industrial dispute—Ref. No. CGIT-18 of 1962—the proceedings of which are pending before this Tribunal. The complaint is that the management has contravened the provisions of section 33 of the Industrial Disputes Act, 1947, inasmuch as they on 20th July, 1962, without assigning any cause stopped the complainants from work by an oral order. The complainants' case is that under section 33 of the Industrial Disputes Act the management should have applied for approval of its action by this Tribunal after paying the applicants one month's wages which they have not done. The complainants, therefore, pray that the Tribunal should direct their reinstatement in service and order payment of wages for the period that they have been kept idle.

3. Thereafter on 21st August, 1962, this Tribunal received an application, dated 18th August, 1962, from these nine applicants stating that they wish to withdraw this application "as the matter has been settled with the opposite party mutually." In view of this application, the complaint is allowed to be withdrawn and shall stand dismissed as withdrawn.

No order as to costs.

SALIM M. MERCHANT, Presiding Officer.
Central Government Industrial Tribunal, Bombay.

[No. 8/32/62-LRII.]

S.O. 2926.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the matter of application under Section 33A of the said Act. from Sarvashri Ramkaran son of Ramkripal, Jagathdhari son of Raghbir, Mohammad Yakub son of Rahim Bux, Jalm Singh son of Gora, Ramjit son of Ramsubhag and Sukhlal son of Baldeo of the Nowrozabad Colliery.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY
Application No. CGIT-11 of 1962 arising out of Ref. No. CGIT-18 of 1962

1. Ramkaran s/o Ramkripal, Token No. 2391, Trammer,
2. Jagathdhari s/o Raghbir, Token No. 2389, Trammer,
3. Mohammad Yakub s/o Rahim Bux, Token No. 2393, Trammer,
4. Jalm Singh s/o Gora, Token No. 2797, Trammer,

5. Ramjit s/o Ramsubhag, Token No. 2386, Trammer,
 6. Sukhlal s/o Baldeo, Token No. , Trammer,

of M/s. Associated Cement Cos. Ltd., Nowrozabad Colliery, P.O. Nowrozabad, District Shahdol, Madhya Pradesh, C/o Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad, District Shahdol, (M.P.).—Applicants.

VS.

The Management of M/s. Associated Cement Cos. Ltd., Nowrozabad Colliery, P.O. Nowrozabad, Dist. Shahdol, Madhya Pradesh.—Opposite Party.

PRESENT

Shri Salim M. Merchant, Presiding Officer.
 Bombay, dated 31st August, 1962.

STATE:—Madhya Pradesh.

INDUSTRY:—Coal Mining.

AWARD

This is an application purporting to be under section 33A of the Industrial Disputes Act, 1947, dated 23rd July, 1962 and was received by this Tribunal's office on 30th July, 1962, after which it was registered as Application No. CGIT-11 of 1962.

2. The applicants claim that they are workmen concerned in the industrial dispute—Reference No. CGIT-18 of 1962—the proceedings of which are pending before this Tribunal. The complaint is that the management has contravened the provisions of section 33 of the Industrial Disputes Act, 1947, inasmuch as they on 4th July, 1962, without assigning any cause stopped the complainants from work by an oral order. The complainants' case is that under section 33 of the Industrial Disputes Act the management should have applied for approval of its action by this Tribunal after paying the applicants one month's wages, which they have not done. The complainants, therefore, pray that the Tribunal should direct their reinstatement in service and order payment of wages for the period that they have been kept idle.

3. Thereafter on 21st August, 1962, this Tribunal received an application, dated 18th August, 1962, from these six applicants stating that they wish to withdraw this application, "as the matter has been settled with the opposite party mutually". In view of this application the complaint is allowed to be withdrawn and shall stand dismissed as withdrawn.

No order as to costs.

SALIM M MERCHANT, Presiding Officer.
 Central Government Industrial Tribunal, Bombay.

[No. 8/32/62-LRIL]

ORDERS

New Delhi, the 14th September 1962

S.O. 2927.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Maheshpur Colliery, P.O. Katrasgarh, Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7-A, of the said Act.

SCHEDULE.

Whether the dismissal of Shri D. Chakraverti, Loading Babu of Maheshpur Colliery by the employers in relation to the said Colliery with effect from the 7th September, 1961, was justified? If not, to what relief is the workman entitled?

[No. 2/50/62-LRIL]

New Delhi, the 17th September 1962

S.O. 2928.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Begonia Colliery of Messrs. Oriental Coal Company Limited, Post Office Barakar, District Burdwan, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Begonia Colliery of Messrs. Oriental Coal Company Limited, Post Office Barakar, District Burdwan, was justified in dismissing Shri Latu Gope, underground trammer with effect from the 6th May, 1962. If not, to what relief is he entitled?

[No. 2/95/62-LRII.]

S.O. 2929.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Tisra Colliery, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Central Tisra Colliery, Post Office Jharia, District Dhanbad, was justified in treating the services of Shri Kamala Kant Deo, as having become terminated with effect from the 23rd May, 1962. If not, to what relief is he entitled?

[No. 2/97/62-LRII.]

A. L. HANNA, Under Secy.

New Delhi, the 12th September 1962

S.O. 2930.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 5, and section 9, of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby nominates Shri Bhalchandra Trivedi, General Secretary, Mahagujarat Trade Union Congress, to be a member of the Committee constituted under section 5 of the said Act by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2032, dated the 23rd September, 1958, vice Shri Indrajit Gupta (resigned) and makes the following amendment to the said notification, namely:—

In the said notification, in the entries under heading "III. Representatives of employees", for the entries "(3) Shri Indrajit Gupta, General Secretary, Bengal Chatkal Mazdoor Union, 249, Bowbazar Street, Calcutta-12", the following entries shall be substituted, namely:—

"(3) Shri Bhalchandra Trivedi,
General Secretary,
Mahagujarat Trade Union Congress,
Opposite Wayade Pole, Wadi, BARODA,
Gujarat."

[No. LWI-I-6(1)/62.]

K. D. HAJELA, Under Secy.

New Delhi, the 12th September 1962

S.O. 2931.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri Jaladhar Maity to be an Inspector for the whole of the State of West Bengal for the purposes of the said Act or of any scheme framed thereunder, in relation to any establishment belonging to, or under the control of, the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry

[No. 20(20)62-PF.I.]

New Delhi, the 15th September 1962

S.O. 2932.—In exercise of the powers conferred by sub-section (2) of section 16 of the Employees' Provident Funds Act, 1952 (XIX of 1952), and in continuation of their Notification No. S.R.O. 1744, dated the 3rd August, 1955, published in Part II, Section 3 of the Gazette of India, dated the 13th August, 1955, the Central Government hereby exempts such class of establishments owned or controlled by charitable institutions as are working exclusively for the benefit of their employees, from the operation of the said Act for a further period of five years.

2. This notification shall be deemed to have come into force with effect on and from 13th August, 1960.

[No. 9/11/60/PF-II.]

P. D. GAIHA, Under Secy.

New Delhi, the 17th September 1962

S.O. 2933.—In exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the factory situate in the area in the State of Mysore mentioned in the Schedule appended to this notification, from payment of employer's special contribution leviable under Chapter V-A of the said Act till the enforcement of the provisions of Chapter V of that Act in that area.

SCHEDULE

S 1.	Name of District	Name of the area	Name of the factory
1	2	3	4
1.	Bellary	Hospet	D. P. H. Tungabhadra Dam Power House, Tungabhadra Dam.

[No. F. 6(50)/61-HI.]

O. P. TALWAR, Under Secy.

New Delhi, the 17th September 1962

S.O. 2934.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Calcutta Insurance Limited, Calcutta and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA.

REFERENCE NO. 32 OF 1962

PARTIES:

Employers in relation to the Calcutta Insurance Limited, Calcutta

AND

Their workmen.

PRESENT:

Shri L. P. Dave—Presiding Officer.

APPEARANCES:

On behalf of the Employers—Shri P. Das Gupta, Advocate
 On behalf of the workmen—Shri D. L. Sen Gupta, Advocate.

STATE. West Bengal.

INSURANCE.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 70(15)/61-LR.IV dated 18th July, 1962, has referred the industrial dispute existing between the employers in relation to the Calcutta Insurance Limited, Calcutta, and their workmen in respect of the question whether the termination of service of Shri Sambhu Charan Mukherjee by the Calcutta Insurance Limited on 7th September 1961 was justified and if not, to what relief he was entitled, for adjudication to this Tribunal.

2. In response to notices issued by this Tribunal, both the workmen and the employers filed their respective written statements. When the matter came up for hearing before me to-day, the parties, after some discussion, entered into a settlement and produced a memorandum thereto before me; a copy thereof is annexed with this award.

3. The dispute relates to the termination of service of an employee named Shri Sambhu Charan Mukherjee. Under the terms of settlement, the workmen do not press for his reinstatement. On the other hand, the employers have agreed to pay him a sum of Rs. 700/- (Rupees seven hundred) ex-gratia in full and final settlement of his claims against the Company. The workman had served the Company for less than 15 months on a salary of Rs. 75/- per month. After having gone through the record and after having heard the parties, I am satisfied that the terms of settlement are fair and reasonable and I therefore record it.

4. An award is ordered to be passed in terms of this settlement.

Sd/- L. P. DAVE,
 Presiding Officer.

Date, 11th September 1962

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA -

REFERENCE No. 32 OF 1962

PARTIES:

Employers in relation to the Calcutta Insurance Limited

AND
 Their workmen.

The parties have settled the dispute on the following terms:—

- (1) The workers do not press the claim of reinstatement of Shri Sambhu Charan Mukherjee.
- (2) The employers (The Calcutta Insurance Limited) will pay ex-gratia a sum of Rs. 700/- (Rupees Seven hundred) to Shri Sambhu Charan Mukherjee in full and final settlement of all his claims against the Company. The payment will be made within three days from to-day.
- (3) The parties will bear their own costs.

The parties, therefore, pray that an award may kindly be passed in terms of above.

Sd/- P. DAS GUPTA,
 Advocate,
 For the Company.

Sd/- D. L. SEN GUPTA,
 Advocate,
 For the workmen.
 11-9-62.

[No. 70(15)/61-LR.IV.]

ORDER

New Delhi, the 17th September 1962

S.O. 2935.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby makes the following amendment to the order of the Government of India in the Ministry of Labour and Employment, No. S.O. 2550, dated the 3rd

August, 1962, published in the Gazette of India, Part II, section 3, sub-section (ii) of the 11th August, 1962, namely:—

In the Schedule to the said Order, for the figures and words "Rs. 150 per mensem", the figures and words "Rs. 150 and a recurring grant of Rs. 15 per mensem" shall be substituted.

[No. 51(22) / 62-LRIV.]

CORRIGENDA

New Delhi, the 17th September 1962

S.O. 2936.—The following corrections made by the National Industrial Tribunal (Bank Disputes) at Bombay in its award dated the 7th June, 1962 published in the Gazette of India Extra-ordinary Part II Section 3 sub-section (ii) dated the 30th June, 1962 are hereby published for general information.

S. No.	Gazette Page No.	Paragraph No.	Line No.	Correction
1	2	3	4	5
1	1488	1·5	3	Delete the words "to all the 67 banking companies and corporations referred to in the order" and substitute "has been referred for adjudication to this National Tribunal as between 84".
2	1492	1·17	17 from the bottom	Substitute "filed" for "field".
3	1492	1·17	Last Line	Substitute "upholding" for "unholding".
4	1494	1·22	7 from the top of the page.	Substitute "unexecuted" for "unexcepted".
5	1495	2·5	5	Substitute "Tannan" for "Tappan".
6	1499	3·2(7)	2	Substitute "This" for "Thus".
7	1499	3·2(7)	3	Substitute "18-12-1960 to 14-5-1961" in place of "25-10-1960 to 24-3-1961".
8	1499	3·3	Last	Substitute "terms" for "trms".
9	1500	3·3	1 from the top of the page.	Substitute "transferee" for "transfrce".
10	1501	3·5(16)	7 from the top of the page.	Substitute the date "16th May 1961" for "6th May 1961".
11	1501	4·1	4	Substitute the word "on" for the word "of" appearing between the words "Committee" and "Fair".
12	1501	4·1	5 from the bottom	Insert "a" after the words "Generally speaking and before the word "bank".
13	1502	4·2	6	Substitute "scarce" for "scare".
14	1502	4·6	5	Substitute "follows" for "folows".
15	1502	4·6	10 & 11	Substitute "provided" for "providede".
16	1503	4·8	7	Substitute "called" for "cabled".
17	1504	4·10	12	Substitute "offices" for "office".
18	1507	4·23	8	Substitute "7 1/2 crores" for "7 crores".
19	1507	4·28	5	Substitute "place" for "paid".
20	1509	4·42	5	Substitute "it" for "if".

1	2	3	4	5
21	1516	4·71	11	Insert figures and words '1,32,876, for the year 1955, amounted to Rs.1,45,465, for the year 1956, amounted to' between line No. 11 beginning with 'Rs. 4,11,03,000' etc and line No. 12 beginning with 'Rs. 1,34,507' etc.
22	1516	4·71	12	Insert (.) after 'Rs. 1,34,507 and after 'Rs. 1,63,367'.
23	1516	4·71	13	Insert (.) after 'Rs. 3,37,242'.
24	1517	4·73	3	Insert 'C' after the words 'as a' and before the words 'class Bank'.
25	1525	4·118	16	Substitute 'which' for 'wrhich'.
26	1527	4·126	1	Substitute 'classification' for 'classication'.
27	1527	4·128	2	Substitute 'with' for withs'
28	1527	4·128	last	Substitute 'as' for 'os'.
29	1528	4·129	10 from the bottom	Substitute 'comprise' for 'compromise'.
30	1537	4·160	19	Substitute 'competent' for 'Competent'.
31	1538	4·163	13	Substitute 'fair' for 'fail'.
32	1539	4·167	24	Substitute 'Places' for 'places'.
33	1540	4·172	2	Substitute 'No' for 'N'.
34	1543	4·178	4	Substitute 'with' for 'within'.
35	1544	4·180	19	Substitute 'of' for 'or'.
36	1546	4·181	19 from the top of the page.	Delete 'shares of the State Bank of ' Mysore and 75·84 per cent' and substitute '5th May 1961 the State Bank of India held all the'
37	1549	5·2	7 & 8 from the bottom.	Substitute the word 'comparative' for comparative.'
38	1551	5·5	28	Insert the word 'shuld' in between the words 'banks' and 'automatically'.
39	1560	5·19	21	Substitute 'par' for 'part'.
40	1562	5·25	3	Substitute 'figures' for figure'.
41	1563	5·27	4	Insert the word 'in' between the words 'area' and
42	1568	5·43	4 from the bottom of the para.	Substitute 'se' for 'case'.
43	1570	5·54	2	Substitute '1958' for '1938'.
44	1571	5·55	7	Substitute 'for'.
45	1575	5·70	20	Substitute 'in for 'is'.
46	1576	5·74	18	Substitute 'the' for 'this'.
47	1576	5·75	2	Substitute 'prime' for 'Prime'.
48	1580	5·82	10 & 11 from the top of the page.	Delete 'enquiries to confirm or it may be to contradict, we cannot accept the 80 per cent co-efficient as established. The coefficient figures seemed to' and add after 'seemed to' in line 9 'vary even as among the counsil for workmen. Mr. Chari put it at 80 percent; Mr. Phadke at 100 per cent and Mr. Dugdia at 155 per cent'.
49	1586	5·119	10	Insert 'it' after the word 'that' and before the word 'should'.
50	1589	5·137	3 in quotation (1)	Substitute 'consideration' for 'cnsideration'.
51	1590	5·138	8 from the top of the page.	Substitute 'bankers' for 'banker'.

1	2	3	4	5
52	1591	5.144	22	substitute 'exactly' for 'exactly'.
53	1593	5.150	6	substitute 'larger' for 'large'.
54	1605	5.183	10	substitute 'needs' for 'neds'.
55	1610	5.198	0	add (.) after the word 'Tellers'.
56	1	5.200	17 (Supervisory Grade II : C.)	substitute '270' for '260' in the scale for Supervisory Grade II, C.
57	1617	5.220	8	substitute 'greater' for 'greater'.
58	1621	5.236	6	substitute 'made' for 'mad'.
59	1622	5.243	19	insert '25' between the figures '425' and '525'.
60	1627	5.269	1 9	substitute 'than' for 'then'.
61	1640	5.322	heading of para Last but 1.	substitute 'those' for 'these'.
62	1643	5.343		substitute 'of' for 'or'.
63	1644	5.348	6	delete the line 'on the same date on which the increments would have fallen due in the existing scale' and add 'scale provided by the Sastry Award as modified' hereafter called "the existing scale".
64	1650	5.372	3	substitute 'varying' for 'verying'.
65	1655	5.379	16	substitute figure '144' for '1944' appearing before (1944-100).
66	1655	5.381	14	substitute 'wit' for 'with'.
67	1655	5.382	3	substitute 'reference' for 'Reference'.
68	1665	6.22	5	substitute 'Rs. 158' for 'Rs. 155'.
69	1665	6.22	6	substitute 'Rs. 281' for 'Rs. 293'.
70	1675	6.68	2	substitute 'staff' for 'state'.
71	1678	6.77(2,	1	a day should be in quotation.
72	1681	6.94	8	insert the word 'return' between the word, 'Actual' and 'railway'.
73	1692	8.3	1 (Item ix)	substitute 'workman' for 'workmen'.
74	1693	8.4	3	substitute 'financial' for 'finacial'.
75	1694	8.14	3	substitute 'bank' for 'banks'.
76	1694	8.14	9 from the bottom of paragraph.	insert 'bracket' after 'appointment' and before 'whether'.
77	1696	8.22	9 from the top of the page.	substitute 'relates' for 'relate'.
78	1699	5		substitute 'scheme' for 'schemes'.
79	1700	8.43	(ii)	delete 'Scheme' from the title 'Pension Schemes'
80	1700	8.49	2 from the bottom of the page.	give quotation "The amount so far contributed etc.
81	1705	9.1	line 5 Item (5)	substitute 'where' for 'when'.
82	1706	9.1	line 3 Privilege leave Item (2)	delete the word 'by' appearing after the word 'or' and before the word 'the'.
83	1706	9.1	Casual leave Item(2)	The sentence 'The casual leave shall be non-cumulative' Italics and dash not necessary.
84	08	9.2	Study leave Line 2	substitute 'every' for the word 'every' appearing between 'in' and 'special'.
85	1711	9.10	5	substitute 'coun' for counter
86			1 f om the top of the page.	substitute 'attendances' o
87	1716	0.1	15 & 16 from the top f the page.	substitute 'Workmen' for 'Work-ment'.

1	2	3	4	5
88	1717	10·8 1		<i>substitute</i> 'Bank' for 'Banks'.
89	1721	10·32 2		<i>substitute</i> 'have' for 'has'.
90	1722	10·33 21		<i>add</i> (;) after the word 'year' and before the word 'when'.
91	1722	10·34 2&3		<i>substitute</i> 'employee' for 'employees'.
92	1723	10·35 5 from top of the page		<i>substitute</i> 'be' for 'by'.
93	1723	10·35 6 from top of the page.		<i>add</i> 'to' after the word 'relating' and before the word 'the'.
94	1725	10·46 Line 6, Item (5)		<i>substitute</i> 'are' after the word 'below' and before the word 'equally'.
95	1732	12·3 3		<i>substitute</i> 'employee' for the word 'employees'.
96	1734	12·14 1 from top of page		<i>substitute</i> the word 'ban' for the word 'bank'.
97	1737	14·6 1		<i>substitute</i> the word 'branchwise' for 'bdan-chwise'.
98	1738	14·11 15 from top of page		<i>substitute</i> 'enabled' for the word 'enable'.
99	1740	15·11 15		<i>substitute</i> the word 'programme' for 'pror-gamme'.
100	1743	17·2 10		<i>substitute</i> 'shall' for 'shal'.
101	1747	18·17 16		<i>substitute</i> 'be' for 'by', appearing after the word 'should'.
102	1749	18·20 Item (5)(b)		<i>add</i> 'or' after the words 'against him'.
103	1750	18·20 Item (10)(a)8.		<i>substitute</i> 'witness' for 'witnesses'.
104	1750	18·20 Item (10)(a)9.		<i>substitute</i> 'witnesses' for 'witness'.
105	1751	18·20 Item (12) line 12.		<i>substitute</i> 'preferred' for 'referred'.
106	1751	18·24 3		<i>delete</i> the words 'when it'.
107	1751	18·24 4		<i>substitute</i> 'held' for 'help'.
108	1755	19·9 9		<i>substitute</i> 'Lipton' for 'Linton'.
109	1758	19·22 2		<i>substitute</i> 'the' for 'this'.
110	1759	Item (2) line 6.		<i>substitute</i> 'posts' for 'costs'.
111	1760	Item (7)9		<i>substitute</i> the word 'marks' for 'works'.
112	1772	22·13 6		<i>substitute</i> the word 'offices' for 'Officers'.
113	1776	23·1 Item (4) line 8 from the top.		<i>substitute</i> 'confirmed' for 'confined'.
114	1784	23·25 20 from top of page.		<i>substitute</i> 'Even' for 'Ever'.
115	1785	23·36 1		Item '(22)' should be inserted between '(21)' and '(23)'.
116	1786	24·1 7		<i>substitute</i> 'Party' for 'Part'.
117	1786	24·1 8		<i>substitute</i> 'the' for 'th'.
118	1789	Schedule II	Item I.	<i>substitute</i> 'for' for 'fod'.
Appendix A	1792	Appendix B.		
				<i>delete</i> 'Government of India, Ministry of Labour and Employment' appearing in the title.
119	1792	Appendix B.		
120	1792	Appendix B, Item No. (1) Line 2.		<i>delete</i> 2nd line 'Crawford Bayley & Co. Exchange' and substitute 'counsel instructed by Sarvashree N. K. Petigara and J. P. Thacker of'.
121	1793	Do. Item 10	Line (1).	<i>substitute</i> 'Shri C. L. Dudhia' for 'Shri G. L. Dudhia'.

1	2	3	4	5
122	1800		Appendix D. Item (12).	Miscellaneous Application No. 300 of 1960 dated 22nd September 1960. <i>substitute</i> 'The State Bank of Patiala' for 'State Bank of Patala'.
123	1801		Item No. 13 Serial No. 7.	<i>Substitute</i> 'Kurundwad' for 'Kurundwas'.
124	1804	7 17		<i>Substitute</i> 'observes' for 'observe'.
125	1805	10 16		<i>Substitute</i> 'with' for 'within'.
126	1807	14 5 from bottom of the para.		<i>Delete</i> the line 'provisions made for..... provi' and <i>add</i> 'provisions and may leave it to the discretion of the Government to select and'
127	1809	20 2		<i>Substitute</i> 'intelligible' for 'intelligent'.
128	1809	20 3 from top of page.		<i>Substitute</i> 'rational' for 'natural'.
129	1809	21 3		<i>Substitute</i> 'or' for 'on'.
130	1810	26 18		<i>Substitute</i> 'contends' for 'contents'.
131	1812	29 20 from top of page.		<i>Substitute</i> 'alterations' for 'alternations'.
132	1812	31 6		<i>Substitute</i> 'enunciated' for 'ennunciating'.
133	1819	8 11		<i>Delete</i> line 11 'summoned to appear..... necessarily', and <i>add</i> 'proper party to be impleaded. The presence of the Reserve Bank is not necessary.'
134	1819	9 20		<i>Substitute</i> 'on ' for 'in' appearing after the words 'He held'.

[No. 56 (11)/62 LRIV.

G. JAGANNATHAN, Under Secy.